Exhibit A

Proofs of Claim

Proof of Claim Number 85203



United States Bankruptcy Court, District of Delaware

FTX Trading Ltd.	☐ Alameda Aus Pty Ltd	☐ Alameda Global Services	☐ Alameda Research
(Case No. 22-11068)	(Case No. 22-11104)	Ltd. (Case No. 22-11134)	(Bahamas) Ltd (Case No. 22-11105)
Alameda Research Holdings Inc. (Case No. 22-11069)	☐ Alameda Research KK (Case No. 22-11106)	☐ Alameda Research LLC (Case No. 22-11066)	☐ Alameda Research Ltd (Case No. 22-11067)
Alameda Research Pte Ltd	☐ Alameda Research Yankari	☐ Alameda TR Ltd	☐ Alameda TR Systems S. de
(Case No. 22-11107)	Ltd (Case No. 22-11108)	(Case No. 22-11078)	R. L. (Case No. 22-11109)
Allston Way Ltd	Analisya Pte Ltd	Atlantis Technology Ltd.	Bancroft Way Ltd
Case No. 22-11079) Blockfolio, Inc.	(Case No. 22-11080) Blue Ridge Ltd	(Case No. 22-11081) Cardinal Ventures Ltd	(Case No. 22-11082) Cedar Bay Ltd
(Case No. 22-11110)	(Case No. 22-11083)	(Case No. 22-11084)	(Case No. 22-11085)
☐ Cedar Grove Technology	Clifton Bay Investments LLC	Clifton Bay Investments Ltd	Cottonwood Grove Ltd
Services, Ltd. (Case No. 22-11162)	(Case No. 22-11070)	(Case No. 22-11111)	(Case No. 22-11112)
Cottonwood Technologies Ltd	☐ Crypto Bahamas LLC	☐ DAAG Trading, DMCC	Deck Technologies Holding
Case No. 22-11136)	(Case No. 22-11113)	(Case No. 22-11163)	LLC (Case No. 22-11138)
Deck Technologies Inc.	□ Deep Creek Ltd	☐ Digital Custody Inc.	☐ Euclid Way Ltd
Case No. 22-11139)	(Case No. 22-11114)	(Case No. 22-11115)	(Case No. 22-11141)
FTX (Gibraltar) Ltd	☐ FTX Canada Inc	☐ FTX Certificates GmbH	☐ FTX Crypto Services Ltd.
Case No. 22-11116)	(Case No. 22-11117)	(Case No. 22-11164)	(Case No. 22-11165)
TTX Digital Assets LLC	FTX Digital Holdings	FTX EMEA Ltd.	FTX Equity Record Holding
Case No. 22-11143)	(Singapore) Pte Ltd (Case No. 22-11118)	(Case No. 22-11145)	Ltd (Case No. 22-11099)
TTX EU Ltd.	FTX Europe AG	FTX Exchange FZE	FTX Hong Kong Ltd
Case No. 22-11166) FTX Japan Holdings K.K.	(Case No. 22-11075)	(Case No. 22-11100)	(Case No. 22-11101)
Case No. 22-11074)	☐ FTX Japan K.K. (Case No. 22-11102)	FTX Japan Services KK	FTX Lend Inc. (Case No. 22-11167)
TFTX Marketplace, Inc.	FTX Products (Singapore)	(Case No. 22-11103) FTX Property Holdings Ltd	FTX Services Solutions Ltd
Case No. 22-11168)	Pte Ltd (Case No. 22-11119)	(Case No. 22-11076)	(Case No. 22-11120)
FTX Structured Products AG	FTX Switzerland GmbH	☐ FTX Trading GmbH	FTX US Services, Inc.
Case No. 22-11122)	(Case No. 22-11169)	(Case No. 22-11123)	(Case No. 22-11171)
FTX US Trading, Inc.	FTX Ventures Ltd.	☐ FTX Zuma Ltd	☐GG Trading Terminal Ltd
Case No. 22-11149)	(Case No. 22-11172)	(Case No. 22-11124)	(Case No. 22-11173)
☐ Global Compass Dynamics .td. (Case No. 22-11125)	☐ Good Luck Games, LLC (Case No. 22-11174)	☐ Goodman Investments Ltd. (Case No. 22-11126)	☐Hannam Group Inc (Case No. 22-11175)
Hawaii Digital Assets Inc.	☐ Hilltop Technology	☐ Hive Empire Trading Pty Ltd	
Case No. 22-11127)	Services LLC (Case No. 22-11176)	(Case No. 22-11150)	(Case No. 22-11128)
□ Island Bay Ventures Inc Case No. 22-11129)	Killarney Lake Investments Ltd (Case No. 22-11131)	Ledger Holdings Inc. (Case No. 22-11073)	LedgerPrime Bitcoin Yield Enhancement Fund, LLC (Case No. 22-11177)
LedgerPrime Bitcoin Yield	LedgerPrime Digital Asset	☐ LedgerPrime Digital Asset	LedgerPrime LLC
Enhancement Master Fund LP	Opportunities Fund, LLC	Opportunities Master Fund	(Case No. 22-11158)
Case No. 22-11155) LedgerPrime Ventures, LP	(Case No. 22-11156)	LP (Case No. 22-11157)	FliquidEVIIC
Case No. 22-11159)	Liquid Financial USA Inc. (Case No. 22-11151)	Liquid Securities Singapore Pte Ltd (Case No. 22-11086)	☐ LiquidEX LLC (Case No. 22-11152)
TLT Baskets Ltd.	☐ Maclaurin Investments Ltd.	☐ Mangrove Cay Ltd	North Dimension Inc
Case No. 22-11077)	(Case No. 22-11087)	(Case No. 22-11088)	(Case No. 22-11153)
North Dimension Ltd	North Wireless Dimension	☐ Paper Bird Inc	Pioneer Street Inc.
Case No. 22-11160)	Inc. (Case No. 22-11154)	(Case No. 22-11089)	(Case No. 22-11090)
Quoine India Pte Ltd	Quoine Pte Ltd	Quoine Vietnam Co. Ltd	Strategy Ark Collective Ltd.
Case No. 22-11091)	(Case No. 22-11161)	(Case No. 22-11092)	(Case No. 22-11094)
Technology Services	☐ Verdant Canyon Capital LLC	☐ West Innovative Barista Ltd.	☐ West Realm Shires Financi
		(Cara Na 00 (1007)	O-miles I.e.
Bahamas Limited	(Case No. 22-11096)	(Case No. 22-11097)	Services Inc.
Bahamas Limited Case No. 22-11095)			(Case No. 22-11072)
Bahamas Limited	(Case No. 22-11096) West Realm Shires Services Inc. (Case No. 22-11071)	☐ Western Concord Enterprises Ltd.	

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SEP 2 9 2023

Modified Form 410 Proof of Claim

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This claim form should not be used to assert claims against Emergent Fidelity Technologies Ltd.

Fill in all the information about the claim as of November 14, 2022 for Debtor West Realm Shires Inc. and as of November 11, 2022 for all other Debtors.

Part 1: Identify the C	laim				
. Who is the current creditor?	Skip & Goose LLC Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor Email(s) the creditor used with the debtor				
. Has this claim been acquired from someone else?	■ No ■ Yes. From whom?				
. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)			
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Brian S. Rosen Eleven Times Square New York, NY 10036	Skip & Goose LLC Attn: Ari Litan 2018 Hogan Drive Lawrence, KS 66047			
	Contact phone <u>212-969-3380</u>	Contact phone			
. Does this claim amend one already filed?	Contact email <u>brosen@proskauer.con</u> ■ No ■ Yes. Claim number on court claims registry (if known to be contact email brosen@proskauer.con ■ Yes.	Contact email DWn) Filed on			
Do you know if anyone else has filed a proof of claim for this claim?	No Yes. Who made the earlier filing?				
Part 2: Give Informa	ation About the Claim as of the Date the Case	Was Filed			
i. Do you have any number you use to identify the debtor?		number you use to identify the debtor			
If filing a claim for cry	Soc Addendum	this amount include interest or other charges? o es. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).			
If asserted liability is in a amount in such currency	currency other than U.S. dollars or cryptocurrency,	provide (i) the currency type; (ii) the e to U.S. dollars			
	ch type and quantity of each coin owed as of the date	, , , , , , , , , , , , , , , , , , , ,			
Coin List	Count	Coin List Count			
	į į				

8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.					
THE PROGRAMMENT AND A STATE OF	See Addendum.					
9. Is all or part of the claim secured?	No Yes. The claim is secured by a lien on property. Nature of property: Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim. Motor vehicle Other. Describe: Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property:					
10. Is this claim based on a lease?	■ No Yes. Amount necessary to cure any default as of the date of the petition. \$					
11. Is this claim subject to a right of setoff?	■ No Yes. Identify the property:					
12. Is all or part of the claim entitled to priority unde 11 U.S.C. § 507(a)? A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.		Amount entitled to priority \$ \$ \$ \$ \$ \$ \$				
13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?	Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case(s), in which the goods have been sold to the debtor in the ordinary course of such debtor's business. If claim is for both goods and services, provide your total claim amount (goods & services) in section 7a. and the value of the goods here. Attach documentation supporting such claim. See the instructions below on what further information is required.	\$				

Modified Form 410

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Part 8: Sign Below						
The person completing this proof of claim must sign and date it. FRBP 9011(b). If you file this claim electronically, FRBP	I am the tru	oditor. editor's attorney stee, or the det antor, surety, e	ndorser, or other	orized agent. Bankr codebtor. Bankrupt	cy Rule 3005	i,
5005(a)(2) authorizes courts to establish local rules				r credit for any paym		knowledgment that when calculating the discovered the debt.
specifying what a signature is.	I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true and correct.					
A person who files a fraudulent claim could be	I declare under penalty of perjury that the foregoing is true and correct.					
fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.	Signature Print the name	MM / DD /		ng and signing this	ctalm:	
	Title	First name		Middle name		Lastname
	Company	Skip & Go		he company if the auth	orized agent is	a servicar.
	Address	2018 Hoga Number	an Drive Street			
	*	Lawrence			KS State	66047 ZIP Code
		City			State	FIL COOR

Email

Contact phone

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 11

FTX TRADING LTD., et al., 1

Case No. 22-11068 (JTD)

Debtors.

(Jointly Administered)

ADDENDUM TO NON-CUSTOMER PROOF OF CLAIM OF SKIP & GOOSE LLC

- 1. On November 11, 2022 (the "<u>Petition Date</u>"), FTX Trading Ltd. ("<u>FTX Trading</u>") and its affiliated debtors and debtors-in-possession (collectively, the "<u>Debtors</u>") in the above-captioned, jointly administered chapter 11 cases (the "<u>Chapter 11 Cases</u>") each filed voluntary petitions pursuant to chapter 11 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>").
- 2. Skip & Goose LLC ("Skip & Goose") is a limited liability company for the benefit of Ari Litan's self-directed individual retirement account administered by Madison Trust Company. Skip & Goose has an account on the West Realm Shires Services, Inc. ("FTX US") exchange (the "Skip & Goose Account").
- 3. On September 8, 2023, FTX Trading, FTX US, and Maclaurin Investments Ltd., f/k/a/ Alameda Ventures Ltd. ("Alameda Ventures," and, together with FTX Trading and FTX US, the "Plaintiffs") filed the Complaint for Avoidance and Recovery of Transfers Pursuant to 11 U.S.C. §§ 105, 544, 547, 548 and 550, Del. Code Ann. Tit. 6, §§ 1304 and 1305, and for Disallowance of Claims Pursuant to 11 U.S.C. § 502 [Case No. 22-11068, ECF No. 2457; Adv. Pro. No. 23-50492, ECF No. 1] (the "Complaint") against LayerZero Labs Ltd., Ari Litan, and

The last four digits of FTX Trading Ltd.'s tax identification number is 3288. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at https://cases.ra.kroll.com/FTX.

Skip & Goose. In the Complaint, Plaintiffs assert, among other things, a preference claim against Skip & Goose (the "Skip & Goose Preference Claim") for certain withdrawals from the Skip & Goose Account. Complaint ¶ 18, 70, 72, 131–141.

4. Following the filing of the Complaint, Skip & Goose retained Proskauer Rose LLP ("Proskauer") to represent it as counsel in connection with the Complaint and Chapter 11 Cases.

Classification and Amount of Claim

5. In the event Plaintiffs prevail and obtain a judgment with respect to the Skip & Goose Preference Claim, Skip & Goose hereby asserts a general unsecured claim, pursuant to section 502(h) of the Bankruptcy Code, against Plaintiffs for all amounts that may be due and payable pursuant to such judgment. Additionally, in the event Plaintiffs are unsuccessful in connection with the Skip & Goose Preference Claim, Skip & Goose hereby asserts a contingent general unsecured claim for all fees and expenses incurred by Skip & Goose in connection with or related to the Skip & Goose Preference Claim, including, without limitation, reasonable attorneys' fees and expenses.

Inquiry Notice

6. This Proof of Claim serves, and is intended to serve, as notice of a claim for any amount due or to become due in connection with the Skip & Goose Preference Claim, and all interested parties are on notice, and advised to examine the Complaint and any other pleadings in Adv. Pro. No. 23-50492.

Reservation of Rights and Claims

7. This Proof of Claim is filed under the compulsion of the bar date established in the Chapter 11 Cases and is filed to protect Skip & Goose from any asserted forfeiture of claims by reason of said bar date. Skip & Goose reserves its right to amend and/or supplement this Proof of Claim for the purposes and to the extent permitted by applicable law.

- 8. This Proof of Claim does not encompass claims or rights that Skip & Goose may have that arise after the Petition Date and that are entitled to an administrative priority, including, without limitation, rights to payment of the fees and expenses incurred by Proskauer. Skip & Goose expressly reserves its right to file and assert at the appropriate time any claims and rights that are entitled to an administrative priority. The mention of a claim herein does not constitute a waiver of the right to administrative priority.
- 9. Skip & Goose reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted by the Debtors. Including, without limitation, any rights of setoff and/or recoupment not expressly asserted herein. Skip & Goose does not waive, and expressly reserves, any right of action that it may have against the Debtors or any other person or persons.
- of Claim is not and shall not be deemed or construed as (i) a waiver, release, or limitation of its rights against any person, entity, or property (including, without limitation, the Debtors or any other person or entity that is or becomes a debtor in a case pending in this Court); (ii) a consent by Skip & Goose to the jurisdiction or venue of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Skip & Goose; (iii) a waiver, release, or limitation of Skip & Goose's rights to a trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights in any case, controversy, or proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution; (iv) a consent by Skip & Goose to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein, or proceeding related hereto, pursuant and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant

to 28 U.S.C. § 157(e) or otherwise; (v) a waiver, release, or limitation of Skip & Goose's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a U.S. District Court Judge; (vi) consent to this Court hearing or deciding any matter or proceeding, to the extent this Court lacks the constitutional authority to do so, under *Stern v. Marshall* or otherwise; (vii) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Skip & Goose; (viii) an election of remedies; or (ix) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c).

Notices and Communications

11. All notices and communications concerning the Proof of Claim should be sent to the following addresses:

Proskauer Rose LLP Attn: Brian S. Rosen Eleven Times Square New York, NY 10036

and

Proskauer Rose LLP Attn: Libbie Osaben 70 West Madison Chicago, IL 60602

and

Skip & Goose LLC Attn: Ari Litan 2018 Hogan Dr. Lawrence, KS 66047

Proof of Claim Number 85226

Case 22-11068-JTD Doc 20628-2 Filed 07/16/24 Page 12 of 105

Page 12 of 105

United States Bankruptcy Court, District of Delaware

Check the box to identify the Do	ebtor against whom you asse	rt a claim (select only one De	ebtor per claim form):
FTX Trading Ltd.	☐ Alameda Aus Pty Ltd	☐ Alameda Global Services	☐ Alameda Research
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(Case No. 22-11095)			(Case No. 22-11072)
West Realm Shires Inc.	■ West Realm Shires Services	■ Western Concord	☐ Zubr Exchange Ltd
(Case No. 22-11183)	Inc. (Case No. 22-11071)	Enterprises Ltd.	(Case No. 22-11132)
		(Case No. 22-11098)	

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Proof of Claim

04/22

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Who is the current	Skip & Goose LLC						
creditor?	Name of the current creditor (the person or entity to be paid for this claim)						
	Other names the creditor used with the debtor	Other names the creditor used with the debtor					
	Email(s) the creditor used with the debtor						
Has this claim been acquired from someone else?	■ No ■ Yes. From whom?						
Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)					
Federal Rule of	Brian S. Rosen	Skip & Goose LLC					
Bankruptcy Procedure	Eleven Times Square	Attn: Ari Litan					
(FRBP) 2002(g)	New York, NY 10036	2018 Hogan Drive					
		Lawrence, KS 66047					
	Contact phone 212-969-3380	Contact phone					
	Contact email brosen@proskauer.con	Contact email					
Does this claim amen one already filed?	d ☑ No ☐ Yes. Claim number on court claims registry (if known	Filed on					
Do you know if anyon else has filed a proof of claim for this claim	Yes. Who made the earlier filing?						
Part 2: Give Inform	nation About the Claim as of the Date the Case Wa	as Filed					
Do you have any numb you use to identify the debtor?		nber you use to identify the debtor					
you use to identify the debtor?	Yes. Last 4 digits of the debtor's account or any num yptocurrency, please fill in 7b. Does this	nber you use to identify the debtors amount include interest or other charges?					
you use to identify the debtor?	Yes. Last 4 digits of the debtor's account or any numerous yptocurrency, please fill in 7b. Does this No No Yes.						
you use to identify the debtor? If filing a claim for cr a. How much is the clai	Yes. Last 4 digits of the debtor's account or any num yptocurrency, please fill in 7b. Does this No Yes.	s amount include interest or other charges? Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). vide (i) the currency type; (ii) the					
you use to identify the debtor? If filing a claim for cra. How much is the claim for crain in the claim for crain in the currence of the cur	Yes. Last 4 digits of the debtor's account or any numy pytocurrency, please fill in 7b. Does this No Yes. A currency other than U.S. dollars or cryptocurrency, pro	Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). vide (i) the currency type; (ii) the U.S. dollars					
you use to identify the debtor? If filing a claim for cra. How much is the claim for crain in the claim for crain in the currence of the cur	Yes. Last 4 digits of the debtor's account or any numery pytocurrency, please fill in 7b. Does this No No Yes. a currency other than U.S. dollars or cryptocurrency, procy ; and (iii) a conversion rate to ach type and quantity of each coin owed as of the date the	Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). vide (i) the currency type; (ii) the U.S. dollars					
you use to identify the debtor? If filing a claim for cra. How much is the claim if asserted liability is in amount in such currents.	Yes. Last 4 digits of the debtor's account or any numery pytocurrency, please fill in 7b. Does this No No Yes. a currency other than U.S. dollars or cryptocurrency, procy ; and (iii) a conversion rate to ach type and quantity of each coin owed as of the date the	Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). vide (i) the currency type; (ii) the U.S. dollars					
you use to identify the debtor? If filing a claim for cra. How much is the claim if asserted liability is in amount in such currents.	Yes. Last 4 digits of the debtor's account or any numery pytocurrency, please fill in 7b. Does this No No Yes. a currency other than U.S. dollars or cryptocurrency, procy ; and (iii) a conversion rate to ach type and quantity of each coin owed as of the date the	Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). vide (i) the currency type; (ii) the U.S. dollars					

8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.				
		See Addendum.				
	Is all or part of the claim secured?	No	ecurity interest (for that shows the lien has			
10	. Is this claim based on a lease?	No No Yes. Amount necessary to cure any default as of the date of the petition. \$				
11	ls this claim subject to a right of setoff?	➤ No Yes. Identify the property:				
12	Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	 No Yes. Check one: □ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). □ Up to \$3,350 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). □ Wages, salaries, or commissions (up to \$15,150) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). □ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). □ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). □ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. 	Amount entitled to priority \$ \$ \$ \$ \$ \$ \$ \$ \$ \$			
13.	Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?	Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case(s), in which the goods have been sold to the debtor in the ordinary course of such debtor's business. If claim is for both goods and services, provide your total claim amount (goods & services) in section 7a. and the value of the goods here. Attach documentation supporting such claim. See the instructions below on what further information is required.	\$			

Modified Form 410

Part 3: Sign Below						
The person completing this proof of claim must sign and date it. FRBP 9011(b). If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is. A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.	I am the trus I am a guara I understand that amount of the cla I have examined and correct. I declare under per Executed on date Signature	ditor. ditor's attorney of tee, or the debt ontor, surety, en an authorized sim, the creditor the information enalty of perjury 09/28/2023 MM / DD /	dorser, or other signature on this gave the debto in this <i>Proof of</i> that the forego	orized agent, Bankn codebtor, Bankrupto s <i>Proof of Claim</i> serv r credit for any paym	cy Rule 3005. es as an ackrients received asonable belie	nowledgment that when calculating the
	Name	Ari Litan First name		Middle name		Last name
	Title Company Address	Skip & God	orate servicer as	the company if the auth		
		Lawrence			KS	66047

State

Email

ZIP Code

Lawrence City

Contact phone

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 11

FTX TRADING LTD., et al., 1

Case No. 22-11068 (JTD)

Debtors.

(Jointly Administered)

ADDENDUM TO NON-CUSTOMER PROOF OF CLAIM OF SKIP & GOOSE LLC

- 1. On November 11, 2022 (the "<u>Petition Date</u>"), FTX Trading Ltd. ("<u>FTX Trading</u>") and its affiliated debtors and debtors-in-possession (collectively, the "<u>Debtors</u>") in the above-captioned, jointly administered chapter 11 cases (the "<u>Chapter 11 Cases</u>") each filed voluntary petitions pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").
- 2. Skip & Goose LLC ("Skip & Goose") is a limited liability company for the benefit of Ari Litan's self-directed individual retirement account administered by Madison Trust Company. Skip & Goose has an account on the West Realm Shires Services, Inc. ("FTX US") exchange (the "Skip & Goose Account").
- 3. On September 8, 2023, FTX Trading, FTX US, and Maclaurin Investments Ltd., f/k/a/ Alameda Ventures Ltd. ("Alameda Ventures," and, together with FTX Trading and FTX US, the "Plaintiffs") filed the Complaint for Avoidance and Recovery of Transfers Pursuant to 11 U.S.C. §§ 105, 544, 547, 548 and 550, Del. Code Ann. Tit. 6, §§ 1304 and 1305, and for Disallowance of Claims Pursuant to 11 U.S.C. § 502 [Case No. 22-11068, ECF No. 2457; Adv. Pro. No. 23-50492, ECF No. 1] (the "Complaint") against LayerZero Labs Ltd., Ari Litan, and

The last four digits of FTX Trading Ltd.'s tax identification number is 3288. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at https://cases.ra.kroll.com/FTX.

Skip & Goose. In the Complaint, Plaintiffs assert, among other things, a preference claim against Skip & Goose (the "Skip & Goose Preference Claim") for certain withdrawals from the Skip & Goose Account. Complaint ¶¶ 18, 70, 72, 131–141.

4. Following the filing of the Complaint, Skip & Goose retained Proskauer Rose LLP ("Proskauer") to represent it as counsel in connection with the Complaint and Chapter 11 Cases.

Classification and Amount of Claim

5. In the event Plaintiffs prevail and obtain a judgment with respect to the Skip & Goose Preference Claim, Skip & Goose hereby asserts a general unsecured claim, pursuant to section 502(h) of the Bankruptcy Code, against Plaintiffs for all amounts that may be due and payable pursuant to such judgment. Additionally, in the event Plaintiffs are unsuccessful in connection with the Skip & Goose Preference Claim, Skip & Goose hereby asserts a contingent general unsecured claim for all fees and expenses incurred by Skip & Goose in connection with or related to the Skip & Goose Preference Claim, including, without limitation, reasonable attorneys' fees and expenses.

Inquiry Notice

6. This Proof of Claim serves, and is intended to serve, as notice of a claim for any amount due or to become due in connection with the Skip & Goose Preference Claim, and all interested parties are on notice, and advised to examine the Complaint and any other pleadings in Adv. Pro. No. 23-50492.

Reservation of Rights and Claims

7. This Proof of Claim is filed under the compulsion of the bar date established in the Chapter 11 Cases and is filed to protect Skip & Goose from any asserted forfeiture of claims by reason of said bar date. Skip & Goose reserves its right to amend and/or supplement this Proof of Claim for the purposes and to the extent permitted by applicable law.

- 8. This Proof of Claim does not encompass claims or rights that Skip & Goose may have that arise after the Petition Date and that are entitled to an administrative priority, including, without limitation, rights to payment of the fees and expenses incurred by Proskauer. Skip & Goose expressly reserves its right to file and assert at the appropriate time any claims and rights that are entitled to an administrative priority. The mention of a claim herein does not constitute a waiver of the right to administrative priority.
- 9. Skip & Goose reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted by the Debtors. Including, without limitation, any rights of setoff and/or recoupment not expressly asserted herein. Skip & Goose does not waive, and expressly reserves, any right of action that it may have against the Debtors or any other person or persons.
- of Claim is not and shall not be deemed or construed as (i) a waiver, release, or limitation of its rights against any person, entity, or property (including, without limitation, the Debtors or any other person or entity that is or becomes a debtor in a case pending in this Court); (ii) a consent by Skip & Goose to the jurisdiction or venue of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Skip & Goose; (iii) a waiver, release, or limitation of Skip & Goose's rights to a trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights in any case, controversy, or proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution; (iv) a consent by Skip & Goose to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein, or proceeding related hereto, pursuant and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant

to 28 U.S.C. § 157(e) or otherwise; (v) a waiver, release, or limitation of Skip & Goose's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a U.S. District Court Judge; (vi) consent to this Court hearing or deciding any matter or proceeding, to the extent this Court lacks the constitutional authority to do so, under *Stern v. Marshall* or otherwise; (vii) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Skip & Goose; (viii) an election of remedies; or (ix) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c).

Notices and Communications

11. All notices and communications concerning the Proof of Claim should be sent to the following addresses:

Proskauer Rose LLP Attn: Brian S. Rosen Eleven Times Square New York, NY 10036

and

Proskauer Rose LLP Attn: Libbie Osaben 70 West Madison Chicago, IL 60602

and

Skip & Goose LLC Attn: Ari Litan 2018 Hogan Dr. Lawrence, KS 66047 **Proof of Claim Number 85338**

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United States Bankruptcy Court, District of Delaware Modified Official Form 410

SEP 2 9 2023

Customer Proof of Claim Form

KROLL RESTRUCTURING
ADMINISTRATION

04/22

IF YOU WISH TO FILE THIS PROOF OF CLAIM ELECTRONICALLY, THE ELECTRIC FORM IS AVAILABLE AT https://restructuring.ra.kroll.com/ftx/EPOC-Index. The link also contains other important information about this proof of claim form, such as the definition of capitalized terms.

Proofs of Claim must be filed in ENGLISH.

Any claim, whether valid or not, will be categorized as "Unverified" as described in the Bar Date Order [D.I. #] if the Creditor does not provide Know Your Customer ("KYC") documentation. To upload KYC information, visit the Debtors' Customer Claims Portal, available at: https://claims.ftx.com.

Read the instructions before filling out this form. This form is for making a customer claim against the Debtors at the FTX Exchanges. <u>Do not</u> use this form to assert any other pre-petition claims. <u>Do not</u> use this form to make a request for payment of an administrative expense.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim. Do not send original documents; they will not be returned and may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Claimants do not need to file separate proofs of claim against each Debtor on account of the same Customer Entitlement Claim.

Please complete Part 2, Box 8 for any claims arising out of or related to any other investment or trading activities on any FTX Exchange.

This claim form should not be used to assert claims against Emergent Fidelity Technologies Ltd.

Fill in all the information about the claim as of November 11, 2022 unless your claim is against West Realm Shires Inc., in which case information about the claim is as of November 14, 2022 (as applicable, the "Petition Date").

1.	Who is the current	Skip & Goos	se LLC						
	creditor?	Name of the current creditor (the person or entity to be paid for this claim)							
		Other names th	he creditor used with the debtor (if a	any)					
			26108285						
		FTX customer a	account number: 26108285	-ilika-s I a a 🗒 aail					
		Email Address(es) Used for each FTX Account: _	niitan+sg@gmaii.	.com				
		M No							
	acquired from someone else?		n whom? (name, account er	mail and accou	ınt identification nu	mber)			
	Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure	Where should notices to the creditor be sent?			Where should payments to the creditor be sent? (if different)				
		Brian S. Rosen			Skip & Goose LLC	, Attn: Ari Litan			
		Name			Name				
	(FRBP) 2002(g)	Eleven Times Square			2018 Hogan Drive				
		Number	Street		Number Street				
		New York	NY	10036	Lawrence	KS	66047		
		City	State	ZIP Code	City	State	ZIP Code		
		Country (If outs	side of the US)		Country (If outside of	the US)			
		Contact phone	212-969-3380		0 1-1				
		Contact phone		_	Contact phone		_		
		Contact email	brosen@proskauer.com		Contact email				
	Does this claim amend	M No							
	one already filed?	☐ Yes. Claim number on court claims registry (if known)			<u> </u>	Filed on	DD (1000)		
	Annual sub-reserved and the second sub-second sub-secon	and the second section of the section of the second section of the section of the second section of the section of th	Service of the servic	and animals at the second second	and the second s	MM /	DD / YYYY		
	Do you know if anyone else has filed a proof	⋈ No							

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Part 2: Provide Information About the Customer Claim as of the Date the Case was Filed (as of November 11, 2022). Please identify the FTX Exchange with respect to where the below cryptocurrency and fiat in Question 7 is held. If you have accounts at more than one FTX Exchange, please file one proof of claim per FTX Exchange. Each such Customer Entitlement Claim pursuant to Question 7 below shall be deemed to have been filed as an identical Customer Entitlement Claim in the same amount against all other Debtors. Accordingly, you do not need to file separate proofs of claim against each Debtor for your Customer Entitlement Claim (Question 7). Please see Question 8 for additional instructions for asserting claims related to Other Trading Activity.

□FTX Trading Ltd. (d/b/a "FTX") (Case No. 22-11068)	□FTX EU Ltd. (f/k/a KDf d/b/a "FTX EU") (Case N	NA Financial Services Ltd. lo. 22-11166)	□FTX Japan K.K. (aka "FTX Japan") (Case No. 22-11102)
Quoine Pte Ltd (d/b/a "Liquid Globa (Case No. 22-11161)	al") West Realm Shires Se (Case No. 22-11071)	ervices Inc. (d/b/a "FTX US")	
6. Did you participate in the FTX Blockfolio app) as of the petition			
	f cryptocurrency ("Crypto") or fiat curr your account (s) along with the unique		ccount(s) as of November 11, 2022. List any Non-
If your Crypto or Fiat were part of the Fiat Currency (Currency Code)	the peer-to-peer ("P2P") margin lending Total Asserted Quantity of Crypto or		
Exchange Rate	Fiat (local currency)	or Fiat (converted to	USD) or Fiat (converted to USD)
	Fiat – exchange rates a	re LOCAL CURRENCY/USD	· · · · · · · · · · · · · · · · · · ·
US Dollar (USD) USD/USD = 1.00000	See Addendum.		
Argentinian Peso (ARS) ARS/USD = 0.006236			
Australian Dollar (AUD) AUD/USD = 0.661900			
Brazilian Real (BRL) BRL/USD = 0.187100			
British Pound Sterling (GBP) GBP/USD = 1.169200			
Canadian Dollar (CAD) CAD/USD = 0.750600			
Euro (EUR) EUR/USD = 1.021000			
Ghanaian cedi (GHS) GHS/USD = 0.069324		-	
Hong Kong Dollar (HKD) HKD/USD = 0.127500			
Japanese Yen (JPY) JPY/USD = 0.007093			
Mexican Peso (MXN) MXN/USD = 0.051767			
Singapore Dollar (SGD) SGD/USD = 0.723500			
Swiss Franc (CHF) CHF/USD = 1.038000			
Turkish Lira (TRY) TRY/USD = 0.054091			
South African rand (ZAR) ZAR/USD = 0.057580			
Vietnamese dong (VND) VND/USD = 0.000040			
West African CFA franc (XOF) XOF/USD = 0.001531			
Other Fiat:			
Other Fiat:			

Crypto (Ticker / Abbreviation)	Asserted Quantity of Crypto	Loaned Quantity of Crypto	Staked Quantity of Crypto
	(Please list the n	Crypto umber of tokens held	
3X Long Bitcoin Token			
(BULL) 3X Long Cardano Token			
(ADABULL)			
3X Long Dogecoin Token (DOGEBULL)			
3X Long Ethereum Token (ETHBULL)			
3X Long XRP Token (XRPBULL)			
Aave (AAVE)			
Akropolis			
(AKRO)			
ApeCoin (APE)			es contrate and the second
ATLAS			
(ATLAS) Atom			
(ATOM)			10 mm
Aurory (AURY)			
Avalanche			
(AVAX) BaoToken			
(BAO)			remain and the second s
Basic Attention Token (BAT)			
Binance Coin (BNB)			
Bitcoin (BTC)			
Bitcoin Cash			
(BCH) Brazilian Digital Token			
(BRZ)			
Celsius Token (CEL)			
ChainLink Token (LINK)			
Chiliz (CHZ)			
Compound USDT (CUSDT)			
Cope (COPE)			
Crypto.com Coin (CRO)			
Decentraland (MANA)			
Dent			
(DENT) Dogecoin			
(DŌGE)			
Ethereum (ETH)			
EthereumPoW (ETHW)			
Fantom (FTM)			
FTX Token (FTT)			
Gala			
(GALA) Immutable X Token			
(IMX) Kin			
KIN) Litecoin			
LTC)			
Luna 2.0 (LUNA2)			
Luna Classic (LUNC)			

Crypto (Ticker / Abbreviation)	Asserted Quantity of Crypto	Loaned Quantity of Crypto	Staked Quantity of Crypto
	Crypto	(continued) number of tokens held	
Matic	Flease list tile li	umber of toxens field	
(MATIC)			
POLIS			
(POLIS) Polkadot			
(DOT)			
Raydium			
(RAY)			
Reserve Rights (RSR)			
Serum			
(SRM)			
Shiba Inu			
(SHIB)			
Solana (SOL)			
Spell Token			
(SPELL)			
Step Finance			
(STEP) SushiSwap			
(SUSHI)			
Swipe			
(SXP)			
Terra Classic USD (Wormhole)			
(USTC) The Graph			
(GRT)			
The Sandbox			
(SAND)			
Thorchain (RUNE)			
TON Coin			
(TONCOIN)			
TRON			
(TRX)			
Uniswap Protocol Token (UNI)			
UpBots			
(ÚBXT)			
USD Coin			
(USDC) USD Tether			
(USDT)			
XRP			
(XRP)			
	Other Crypto not previ	iously listed (please specify)	
Coin Type:			
Coin Type:			
Coin Type:			
Coin Type:			
	NFTs (non-	-fungible tokens)	
NFT Description:		NFT Description:	
		NET Lie 48	
NFT Identifier: NFT Description:		NFT Identifier: NFT Description:	OMANA ANALYSIS
AFT Description:		A: I Description.	
NFT Identifier:		NFT Identifier:	
NFT Description:		NFT Description:	
NFT Identifier:		NFT Identifier:	
NFT Description:		NFT Description:	
NFT Identifier:		NFT Identifier:	
NFT Description:		NFT Description:	
NFT Identifier:		NFT Identifier:	

8.	Do you have Customer
	Claims related to any Other
	Trading Activity on the FTX
	Exchanges? Other Trading
	Activity would not include
	quantities of crypto, fiat or
	NFTs listed in Box 7 above.

X No ☐ Yes. Please describe:	
If yes, how much is the claim?	\$

Please provide any relevant supporting documentation necessary to support a claim related to any Other Trading Activity.

	you are asserting this claim against below,	vou may check more than one Debter	Striet Trading Activity.
FTX Trading Ltd. (d/b/a "FTX")	FTX EU Ltd. (f/k/a K-DNA Financial	☐FTX Japan K.K. (aka "FTX Japan")	☐Quoine Pte Ltd (d/b/a Liquid Global)
(Case No. 22-11068)	Services Ltd.) (Case No. 22-11166)	(Case No. 22-11102)	(Case No. 22-11161)
₩West Realm Shires Services (d/b/a "FTX US") Inc. (Case No. 22-11071)	□Alameda Aus Pty Ltd	☐Alameda Global Services	□Alameda Research (Bahamas) Ltd
	(Case No. 22-11104)	Ltd. (Case No. 22-11134)	(Case No. 22-11105)
☐Alameda Research Holdings Inc.	□Alameda Research KK	□Alameda Research LLC	□Alameda Research Ltd
(Case No. 22-11069)	(Case No. 22-11106)	(Case No. 22-11066)	(Case No. 22-11067)
☐Alameda Research Pte Ltd	☐Alameda Research Yankari	□Alameda TR Ltd	□Alameda TR Systems S. de
(Case No. 22-11107)	Ltd (Case No. 22-11108)	(Case No. 22-11078)	R. L. (Case No. 22-11109)
□Allston Way Ltd	□Analisya Pte Ltd	☐Atlantis Technology Ltd.	☐Bancroft Way Ltd
(Case No. 22-11079)	(Case No. 22-11080)	(Case No. 22-11081)	(Case No. 22-11082)
□Blockfolio, Inc.	☐Blue Ridge Ltd	☐Cardinal Ventures Ltd	☐Cedar Bay Ltd
(Case No. 22-11110)	(Case No. 22-11083)	(Case No. 22-11084)	(Case No. 22-11085)
☐Cedar Grove Technology	☐Clifton Bay Investments LLC (Case No. 22-11070)	☐Clifton Bay Investments Ltd	☐Cottonwood Grove Ltd
Services, Ltd. (Case No. 22-11162)		(Case No. 22-11111)	(Case No. 22-11112)
☐Cottonwood Technologies Ltd (Case No. 22-11136)	□Crypto Bahamas LLC	□DAAG Trading, DMCC	□Deck Technologies Holdings
	(Case No. 22-11113)	(Case No. 22-11163)	LLC (Case No. 22-11138)
□Deck Technologies Inc.	□Deep Creek Ltd	□Digital Custody Inc.	□Euclid Way Ltd
(Case No. 22-11139)	(Case No. 22-11114)	(Case No. 22-11115)	(Case No. 22-11141)
☐FTX (Gibraltar) Ltd	□FTX Canada Inc	□FTX Certificates GmbH	□FTX Crypto Services Ltd.
(Case No. 22-11116)	(Case No. 22-11117)	(Case No. 22-11164)	(Case No. 22-11165)
☐FTX Digital Assets LLC	☐FTX Digital Holdings (Singapore) Pte Ltd (Case No. 22-11118)	□FTX EMEA Ltd.	□FTX Equity Record Holdings
(Case No. 22-11143)		(Case No. 22-11145)	Ltd (Case No. 22-11099)
□FTX Europe AG	□FTX Exchange FZE	☐FTX Hong Kong Ltd	□FTX Japan Holdings K.K.
(Case No. 22-11075)	(Case No. 22-11100)	(Case No. 22-11101)	(Case No. 22-11074)
□FTX Japan Services KK	□FTX Lend Inc.	☐FTX Marketplace, Inc.	□FTX Products (Singapore) Pte Ltd (Case No. 22-11119)
(Case No. 22-11103)	(Case No. 22-11167)	(Case No. 22-11168)	
□FTX Property Holdings Ltd (Case No. 22-11076)	□FTX Services Solutions Ltd.	☐FTX Structured Products AG	□FTX Switzerland GmbH
	(Case No. 22-11120)	(Case No. 22-11122)	(Case No. 22-11169)
□FTX Trading GmbH	□FTX US Services, Inc.	□FTX US Trading, Inc.	☐FTX Ventures Ltd.
(Case No. 22-11123)	(Case No. 22-11171)	(Case No. 22-11149)	(Case No. 22-11172)
□FTX Zuma Ltd	☐GG Trading Terminal Ltd	☐Global Compass Dynamics	☐Good Luck Games, LLC
(Case No. 22-11124)	(Case No. 22-11173)	Ltd. (Case No. 22-11125)	(Case No. 22-11174)
☐Goodman Investments Ltd.	☐Hannam Group Inc	□Hawaii Digital Assets Inc.	☐Hilltop Technology Services LLC
(Case No. 22-11126)	(Case No. 22-11175)	(Case No. 22-11127)	(Case No. 22-11176)
☐Hive Empire Trading Pty Ltd	□Innovatia Ltd	☐Island Bay Ventures Inc	☐Killarney Lake Investments
(Case No. 22-11150)	(Case No. 22-11128)	(Case No. 22-11129)	Ltd (Case No. 22-11131)
□Ledger Holdings Inc. (Case No. 22-11073)	☐LedgerPrime Bitcoin Yield Enhancement Fund, LLC (Case No. 22-11177)	☐LedgerPrime Bitcoin Yield Enhancement Master Fund LP (Case No. 22-11155)	□LedgerPrime Digital Asset Opportunities Fund, LLC (Case No. 22-11156)
LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157)	☐LedgerPrime LLC	☐LedgerPrime Ventures, LP	☐Liquid Financial USA Inc.
	(Case No. 22-11158)	(Case No. 22-11159)	(Case No. 22-11151)
□Liquid Securities Singapore	☐LiquidEX LLC	□LT Baskets Ltd.	Maclaurin Investments Ltd.
Pte Ltd (Case No. 22-11086)	(Case No. 22-11152)	(Case No. 22-11077)	(Case No. 22-11087)
☐Mangrove Cay Ltd	□North Dimension Inc	□North Dimension Ltd	□North Wireless Dimension Inc. (Case No. 22-11154)
(Case No. 22-11088)	(Case No. 22-11153)	(Case No. 22-11160)	
□Paper Bird Inc	☐Pioneer Street Inc.	☐Quoine India Pte Ltd	☐Quoine Vietnam Co. Ltd
(Case No. 22-11089)	(Case No. 22-11090)	(Case No. 22-11091)	(Case No. 22-11092)
☐Strategy Ark Collective Ltd.	☐Technology Services Bahamas Limited (Case No. 22-11095)	□Verdant Canyon Capital LLC	☐West Innovative Barista Ltd.
(Case No. 22-11094)		(Case No. 22-11096)	(Case No. 22-11097)
☐West Realm Shires Financial	☐West Realm Shires Inc.	☐Western Concord Enterprises Ltd.	☐Zubr Exchange Ltd
Services Inc. (Case No. 22-11072)	(Case No. 22-11183)	(Case No. 22-11098)	(Case No. 22-11132)

Part 3: Sign Below					
Check the appropriate box: I am the creditor. I am the creditor's attorney or authorized agent.				nowledgment that when calculating the toward the debt.	
	Name of the person who is completing and signing this claim:				
	Name	Ari First name	Middle name	70-11-11-11	Litan Last name
	Title				
	Company	Skip & Goose			
		Identify the corporate servicer as the company if the authorized agent is a servicer.			
	Address	2018 Hogan (Drive Street		
		Lawrence City		KS State	66047 ZIP Code
	Contact phone			Email	

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 11

FTX TRADING LTD., et al., 1

Case No. 22-11068 (JTD)

Debtors.

(Jointly Administered)

ADDENDUM TO CUSTOMER PROOF OF CLAIM OF SKIP & GOOSE LLC

- 1. On November 11, 2022 (the "<u>Petition Date</u>"), FTX Trading Ltd. ("<u>FTX Trading</u>") and its affiliated debtors and debtors-in-possession (collectively, the "<u>Debtors</u>") in the above-captioned, jointly administered chapter 11 cases (the "<u>Chapter 11 Cases</u>") each filed voluntary petitions pursuant to chapter 11 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>").
- 2. Skip & Goose LLC ("Skip & Goose") is a limited liability company for the benefit of Ari Litan's self-directed individual retirement account administered by Madison Trust Company. Skip & Goose has an account on the West Realm Shires Services, Inc. ("FTX US") exchange (the "Skip & Goose Account").
- 3. On September 8, 2023, FTX Trading, FTX US, and Maclaurin Investments Ltd., f/k/a/ Alameda Ventures Ltd. ("Alameda Ventures," and, together with FTX Trading and FTX US, the "Plaintiffs") filed the Complaint for Avoidance and Recovery of Transfers Pursuant to 11 U.S.C. §§ 105, 544, 547, 548 and 550, Del. Code Ann. Tit. 6, §§ 1304 and 1305, and for Disallowance of Claims Pursuant to 11 U.S.C. § 502 [Case No. 22-11068, ECF No. 2457; Adv. Pro. No. 23-50492, ECF No. 1] (the "Complaint") against LayerZero Labs Ltd., Ari Litan, and

The last four digits of FTX Trading Ltd.'s tax identification number is 3288. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at https://cases.ra.kroll.com/FTX.

Skip & Goose. In the Complaint, Plaintiffs assert, among other things, a preference claim against Skip & Goose (the "Skip & Goose Preference Claim") for certain withdrawals from the Skip & Goose Account. Complaint ¶¶ 18, 70, 72, 131–141.

4. Following the filing of the Complaint, Skip & Goose retained Proskauer Rose LLP ("Proskauer") to represent it as counsel in connection with the Complaint and Chapter 11 Cases.

Classification and Amount of Claim

5. In the event Plaintiffs prevail and obtain a judgment with respect to the Skip & Goose Preference Claim, Skip & Goose hereby asserts a general unsecured claim, pursuant to section 502(h) of the Bankruptcy Code, against Plaintiffs for all amounts that may be due and payable pursuant to such judgment. Additionally, in the event Plaintiffs are unsuccessful in connection with the Skip & Goose Preference Claim, Skip & Goose hereby asserts a contingent general unsecured claim for all fees and expenses incurred by Skip & Goose in connection with or related to the Skip & Goose Preference Claim, including, without limitation, reasonable attorneys' fees and expenses.

Inquiry Notice

6. This Proof of Claim serves, and is intended to serve, as notice of a claim for any amount due or to become due in connection with the Skip & Goose Preference Claim, and all interested parties are on notice, and advised to examine the Complaint and any other pleadings in Adv. Pro. No. 23-50492.

Reservation of Rights and Claims

7. This Proof of Claim is filed under the compulsion of the bar date established in the Chapter 11 Cases and is filed to protect Skip & Goose from any asserted forfeiture of claims by reason of said bar date. Skip & Goose reserves its right to amend and/or supplement this Proof of Claim for the purposes and to the extent permitted by applicable law.

- 8. This Proof of Claim does not encompass claims or rights that Skip & Goose may have that arise after the Petition Date and that are entitled to an administrative priority, including, without limitation, rights to payment of the fees and expenses incurred by Proskauer. Skip & Goose expressly reserves its right to file and assert at the appropriate time any claims and rights that are entitled to an administrative priority. The mention of a claim herein does not constitute a waiver of the right to administrative priority.
- 9. Skip & Goose reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted by the Debtors. Including, without limitation, any rights of setoff and/or recoupment not expressly asserted herein. Skip & Goose does not waive, and expressly reserves, any right of action that it may have against the Debtors or any other person or persons.
- of Claim is not and shall not be deemed or construed as (i) a waiver, release, or limitation of its rights against any person, entity, or property (including, without limitation, the Debtors or any other person or entity that is or becomes a debtor in a case pending in this Court); (ii) a consent by Skip & Goose to the jurisdiction or venue of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Skip & Goose; (iii) a waiver, release, or limitation of Skip & Goose's rights to a trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights in any case, controversy, or proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution; (iv) a consent by Skip & Goose to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant

to 28 U.S.C. § 157(e) or otherwise; (v) a waiver, release, or limitation of Skip & Goose's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a U.S. District Court Judge; (vi) consent to this Court hearing or deciding any matter or proceeding, to the extent this Court lacks the constitutional authority to do so, under *Stern v. Marshall* or otherwise; (vii) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Skip & Goose; (viii) an election of remedies; or (ix) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c).

Notices and Communications

11. All notices and communications concerning the Proof of Claim should be sent to the following addresses:

Proskauer Rose LLP Attn: Brian S. Rosen Eleven Times Square New York, NY 10036

and

Proskauer Rose LLP Attn: Libbie Osaben 70 West Madison Chicago, IL 60602

and

Skip & Goose LLC Attn: Ari Litan 2018 Hogan Dr. Lawrence, KS 66047 **Proof of Claim Number 5236**

United States Bankruptcy Court, District of Delaware

FTX Trading Ltd.	☐ Alameda Aus Pty Ltd	☐ Alameda Global Services	☐ Alameda Research
(Case No. 22-11068)	(Case No. 22-11104)	Ltd. (Case No. 22-11134)	(Bahamas) Ltd (Case No. 22-11105)
Alameda Research Holdings Inc.	☐ Alameda Research KK	☐ Alameda Research LLC	Alameda Research Ltd
(Case No. 22-11069)	(Case No. 22-11106)	(Case No. 22-11066)	
☐ Alameda Research Pte Ltd	☐ Alameda Research Yankari	Alameda TR Ltd	(Case No. 22-11067)
(Case No. 22-11107)	Ltd (Case No. 22-11108)		Alameda TR Systems S. de
Allston Way Ltd		(Case No. 22-11078)	R. L. (Case No. 22-11109)
Case No. 22-11079)	Analisya Pte Ltd	Atlantis Technology Ltd.	Bancroft Way Ltd
Blockfolio, Inc.	(Case No. 22-11080)	(Case No. 22-11081)	(Case No. 22-11082)
	☐ Blue Ridge Ltd	Cardinal Ventures Ltd	☐ Cedar Bay Ltd
(Case No. 22-11110)	(Case No. 22-11083)	(Case No. 22-11084)	(Case No. 22-11085)
Cedar Grove Technology	Clifton Bay Investments LLC	Clifton Bay Investments Ltd	Cottonwood Grove Ltd
Services, Ltd. (Case No. 22-11162)	(Case No. 22-11070)	(Case No. 22-11111)	(Case No. 22-11112)
Cottonwood Technologies Ltd	Crypto Bahamas LLC	☐ DAAG Trading, DMCC	Deck Technologies Holding
(Case No. 22-11136)	(Case No. 22-11113)	(Case No. 22-11163)	LLC (Case No. 22-11138)
■ Deck Technologies Inc.	■ Deep Creek Ltd	■ Digital Custody Inc.	■ Euclid Way Ltd
Case No. 22-11139)	(Case No. 22-11114)	(Case No. 22-11115)	(Case No. 22-11141)
■ FTX (Gibraltar) Ŀtd	FTX Canada Inc	☐ FTX Certificates GmbH	☐ FTX Crypto Services Ltd.
(Case No. 22-11116)	(Case No. 22-11117)	(Case No. 22-11164)	(Case No. 22-11165)
FTX Digital Assets LLC	FTX Digital Holdings	FTX EMEA Ltd.	TFTX Equity Record Holding
Case No. 22-11143)	(Singapore) Pte Ltd	(Case No. 22-11145)	Ltd (Case No. 22-11099)
,	(Case No. 22-11118)	(,	214 (0400 1101 22 11000)
FTX EU Ltd.	FTX Europe AG	☐ FTX Exchange FZE	FTX Hong Kong Ltd
Case No. 22-11166)	(Case No. 22-11075)	(Case No. 22-11100)	(Case No. 22-11101)
■ FTX Japan Holdings K.K.	FTX Japan K.K.	☐ FTX Japan Services KK	FTX Lend Inc.
(Case No. 22-11074)	(Case No. 22-11102)	(Case No. 22-11103)	(Case No. 22-11167)
FTX Marketplace, Inc.	FTX Products (Singapore)	FTX Property Holdings Ltd	
Case No. 22-11168)	Pte Ltd (Case No. 22-11119)		FTX Services Solutions Ltd
TFTX Structured Products AG		(Case No. 22-11076)	(Case No. 22-11120)
	FTX Switzerland GmbH	FTX Trading GmbH	FTX US Services, Inc.
(Case No. 22-11122)	(Case No. 22-11169)	(Case No. 22-11123)	(Case No. 22-11171)
TFTX US Trading, Inc.	FTX Ventures Ltd.	☐ FTX Zuma Ltd	☐GG Trading Terminal Ltd
(Case No. 22-11149)	(Case No. 22-11172)	(Case No. 22-11124)	(Case No. 22-11173)
Global Compass Dynamics	Good Luck Games, LLC	☐ Goodman Investments Ltd.	☐ Hannam Group Inc
Ltd. (Case No. 22-11125)	(Case No. 22-11174)	(Case No. 22-11126)	(Case No. 22-11175)
■ Hawaii Digital Assets Inc.	Hilltop Technology	☐ Hive Empire Trading Pty Ltd	Innovatia Ltd
(Case No. 22-11127)	Services LLC	(Case No. 22-11150)	
(545511612211121)	(Case No. 22-11176)	(OddC 140. 22-11100)	(Case No. 22-11128)
☐ Island Bay Ventures Inc	Killamey Lake Investments	Ledger Holdings Inc.	TI odgorDrime Ditesia Vield
(Case No. 22-11129)	Ltd (Case No. 22-11131)	(Case No. 22-11073)	LedgerPrime Bitcoin Yield
(0000110. 22 11120)	Ltd (OddC 140, 22-11151)	(Case No. 22-11073)	Enhancement Fund, LLC
Millian Dilana Dilana No. 10			(Case No. 22-11177)
LedgerPrime Bitcoin Yield	LedgerPrime Digital Asset	■ LedgerPrime Digital Asset	■ LedgerPrime LLC
Enhancement Master Fund, LP	Opportunities Fund, LLC	Opportunities Master Fund	(Case No. 22-11158)
(Case No. 22-11155)	(Case No. 22-11156)	LP (Case No. 22-11157)	
LedgerPrime Ventures, LP	Liquid Financial USA Inc.	☐ Liquid Securities Singapore	□ LiquidEX LLC
(Case No. 22-11159)	(Case No. 22-11151)	Pte Ltd (Case No. 22-11086)	(Case No. 22-11152)
■ LT Baskets Ltd.	☑ Maclaurin Investments Ltd.	■ Mangrove Cay Ltd	■ North Dimension Inc
(Case No. 22-11077)	(Case No. 22-11087)	(Case No. 22-11088)	(Case No. 22-11153)
■ North Dimension Ltd	■ North Wireless Dimension	☐ Paper Bird Inc	☐ Pioneer Street Inc.
(Case No. 22-11160)	Inc. (Case No. 22-11154)	(Case No. 22-11089)	(Case No. 22-11090)
Quoine India Pte Ltd	Quoine Pte Ltd	Quoine Vietnam Co. Ltd	Strategy Ark Collective Ltd.
(Case No. 22-11091)	(Case No. 22-11161)	(Case No. 22-11092)	(Case No. 22-11094)
☐ Technology Services	☐ Verdant Canyon Capital LLC	■ West Innovative Barista Ltd.	West Realm Shires Financi
Bahamas Limited	(Case No. 22-11096)	(Case No. 22-11097)	Services Inc.
Case No. 22-11095)	(0000 110. 22 1 1000)	(Case No. 22-11091)	(Case No. 22-11072)
■ West Realm Shires Inc.	■ West Realm Shires Services	■ Western Concord	
Case No. 22-11183)			Zubr Exchange Ltd
0000 NO. ZZ-11100)	Inc. (Case No. 22-11071)	Enterprises Ltd.	(Case No. 22-11132)
		(Case No. 22-11098)	

JUN 29 2023

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Modified Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This claim form should not be used to assert claims against Emergent Fidelity Technologies Ltd.

Fill in all the information about the claim as of November 14, 2022 for Debtor West Realm Shires Inc. and as of November 11, 2022 for all other Debtors.

P	art 1: Identify the Cl	laim					
	Who is the current	LaverZer	o Labs Ltd.			±1	
	creditor?	Name of the cu	rrent creditor (the person or entity	to be paid for this clai	m)		
		Other names th	ne creditor used with the debtor			. 0	
		Email(s) the cr	editor used with the debtor	bryan@layer	zerolabs.org		
	Has this claim been	™ No	V				
	acquired from someone else?	_	n whom?				
100	Where should notices and payments to the	Where shou	ld notices to the creditor be	e sent?	Where should payment different)	s to the creditor be sent? (if	
	creditor be sent?	Bryan Pe	llegrino				
	Federal Rule of Bankruptcy Procedure	Laver7ero Labe Ltd					
	(FRBP) 2002(g)	•	nambers, P.O. Box	4301			
		•	wn, Tortola VG110				
			rgin Islands				
			. J				
		Contact phone	236-994-5743		Contact phone		
		·	notices@layerzerolabs.c	org			
		Contact email	Tionoos@idyorzoroidbo.c		Contact email		
	Does this claim amend one already filed?	☑ No ☑ Yes. Cla	aim number on court claims r	egistry (if known)	F	iled on	
	Do you know if anyone else has filed a proof of claim for this claim?	No Yes. Who	o made the earlier filing?				
	art 2: Give Informa	ition About t	he Claim as of the Date	the Case Was F	iled		
	D	团					
	Do you have any number you use to identify the debtor?		st 4 digits of the debtor's acco	ount or any number	you use to identify the debt	or:	
	If filing a claim for cryp	tocurrency, pl	ease fill in 7b.	_	nount include interest or o	ther charges?	
a	. How much is the claim	2 \$ 39,16	00.000,00	■ No			
_					ch statement itemizing inter rges required by Bankruptcy	est, fees, expenses, or other Rule 3001(c)(2)(A)	
	If accorded liability is in a	attrones att-	rthan II C dallara ar a				
			and (iii) a con				
,	b. List the number of eac	h type and qu	antity of each coin owed as	of the date the ca	se was filed (November 1	1, 2022)	
	Coin List		Count		Coin List	Count	

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8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.					
	Please See Addendum.					
9. Is all or part of the claim secured?	■ No ■ Yes. The claim is secured by a lien on property. Nature of property: ■ Real estate. If the claim is secured by the debtor's principal residence, file a Mon Attachment (Official Form 410-A) with this Proof of Claim.	rtgage Proof of Claim				
	☐ Motor vehicle ☐ Other. Describe:					
	Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a sexample, a mortgage, lien, certificate of title, financing statement, or other document been filed or recorded.)	security interest (for that shows the lien has				
	Value of property: \$					
	Amount of the claim that is secured: \$					
	Amount of the claim that is unsecured: \$(The sum of the amounts should	secured and unsecured match the amount in line 7,)				
	Amount necessary to cure any default as of the date of the petition:					
	Annual Interest Rate (when case was filed)% Fixed Variable					
10, Is this claim based on a lease?	■ Yes. Amount necessary to cure any default as of the date of the petition. \$					
11. Is this claim subject to a right of setoff?	No Yes. Identify the property:					
12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	■ No ■ Yes. Check one:	Amount entitled to priority				
A claim may be partly priority and partly	☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$				
nonpriority. For example, in some categories, the law limits the amount entitled to priority.	☐ Up to \$3,350 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$				
,	Wages, salaries, or commissions (up to \$15,150) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$				
	☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$				
	☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$				
	Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$				
13, Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?	Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case(s), in which the goods have been sold to the debtor in the ordinary course of such debtor's business. If claim is for both goods and services, provide your total claim amount (goods & services) in section 7a. and the value of the goods here. Attach documentation supporting such claim. See the instructions below on what further information is required.	\$				

Case 22-11068-JTD Doc 20628-2 Filed 07/16/24 Page 35 of 105

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Part 3:	Si

Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b). If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is. A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.	I am the trus I am a guara I understand that amount of the cla I have examined and correct.	litor. litor's attorney or authorized age tee, or the debtor, or their author ntor, surety, endorser, or other can authorized signature on this firm, the creditor gave the debtor of the information in this <i>Proof of Clienalty</i> of perjury that the foregoin 06/28/2023 MM / DD / YYYY	ized agent. Bankruptcy Rule 30 odebtor. Bankruptcy Rule 3005. Proof of Claim serves as an ackoredit for any payments received laim and have a reasonable beli	nowledgment that when calculating the d toward the debt.
As 11	Print the name o	f the person who is completing		Nation 2 and
	Name	Bryan First name		Pellegrino
			Middle name	Last name
	Title	Chief Executive Offi	cer	
	Company	LayerZero Labs Ltd.		
	. ,	Identify the corporate servicer as the	e company if the authorized agent is	a servicer.
	Address	Trinity Chambers, P.O	. Box 4301, Road Towr	n, Tortola VG110
		British Virgin Islands		
		City	State	ZIP Code
	Contact phone	236-994-5743	Email	notices@layerzerolabs.org

DocuSign Envelope ID: E1541C95-BE27-426F-9AD2-4919B049ADFF

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. $18~U.S.C.~\S\S~152, 157$ and 3571.

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
- On the first page of the form, check the box to identify the Debtor against whom you assert a claim. Select only one Debtor per claim form.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form. Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of redaction on the next page.)
 Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- Attach supporting documentation unless voluminous, in which case a summary must be attached. If documentation is unavailable, provide an explanation as to why documentation is not available.
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.
- A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.

- For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write A.B., a minor child (John Doe, parent, 123 Main St., City, State). See Bankruptcy Rule 9037.
- Any proof of claim asserting a 503(b)(9) Claim must also: (i) include the value of the goods delivered to and received by the Debtors in the 20 days prior to the Petition Date; (ii) attach any documentation identifying the particular invoices for which the 503(b)(9) Claim is being asserted; (iii) state whether the amount asserted represents a combination of goods and services and, if applicable, the portion that relates solely to the value of the goods; and (iv) set forth whether any portion of the 503(b)(9) Claim was satisfied by payments made by the Debtors pursuant to any order of the Court authorizing the Debtors to pay prepetition claims.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at https://restructuring.ra.kroll.com/FTX.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. § 503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule

3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by first class mail:

FTX Trading Ltd. Claims Processing Center c/o Kroll Restructuring Administration LLC Grand Central Station, PO Box 4850 New York, NY 10163-4850

If by overnight courier or hand delivery:

FTX Trading Ltd. Claims Processing Center c/o Kroll Restructuring Administration LLC 850 Third Avenue, Suite 412 Brooklyn, NY 11232

You may also file your claim electronically at https://restructuring.ra.kroll.com/FTX/EPOC-Index

Do not file these instructions with your form

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 11

FTX TRADING LTD., et al. 1

Case No. 22-11068 (JTD)

Debtors.

(Jointly Administered)

ADDENDUM TO PROOF OF CLAIM OF LAYERZERO LABS LTD.

- 1. Name of Debtor. On November 11, 2022 (the "Petition Date"), FTX Trading group ("FTX") and certain of its affiliates filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court"). This proof of claim is filed against Maclaurin Investments Ltd. (formerly known as Alameda Ventures Ltd.) (the "Debtor").
- 2. Name of Creditor. This claim is made by and on behalf of LayerZero Labs Ltd. ("LayerZero"). LayerZero hereby files this addendum (the proof of claim and this addendum, collectively, this "Proof of Claim") against the Debtor, one of the debtors and debtors-in-possession (the "Debtors") in the above-captioned, jointly administered chapter 11 cases (the "Chapter 11 Cases").
- 3. Amount of Claim. In connection with that certain Token Purchase Agreement, dated as of November 9, 2022 (as amended, restated and otherwise supplemented, the "Token

The last four digits of Maclaurin Investments Ltd.'s tax identification numbers were not provided by the Debtor. Other information relating to the Debtor may be obtained on the website of the Debtor's claims and noticing agent at https://cases.ra.kroll.com/FTX. LayerZero understands from the Debtor's filings that the Debtor maintains its principal place of business at Tortola Pier Park, Building 1, Second Floor, Wickhams Cay 1, Roadtown Tortola VG1110, British Virgin Islands.

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Purchase Agreement"), between the Debtor and LayerZero, the Debtor agreed to sell LayerZero 100,000,000 Stargate Tokens (\$STG) (collectively, the "Stargate Tokens").² As of the Petition Date, the Stargate Tokens were worth approximately \$0.3916 per token. On November 10, 2022, which was the Closing Date and one day before the Petition Date, LayerZero was ready, willing, and able to complete its token purchase for \$10,000,000.00 and the Debtor was provided with unique STG Wallets and keys for the Stargate Tokens, but the Debtor did not deliver the Stargate Tokens. Thereafter, on or about March 17, 2023, the Debtor used the keys in its possession and moved the Stargate Tokens upon their release.

4. LayerZero seeks the enforcement of the Token Purchase Agreement and the delivery of the Stargate Tokens thereunder. LayerZero, therefore, asserts all claims and rights under applicable law or principles of equity, whether such claims and rights are contingent, liquidated, unliquidated, matured, unmatured, known, unknown or otherwise, that LayerZero has or may hereafter have against the Debtor and its affiliates, successors, and assigns, relating to or arising out of, among other things, the Token Purchase Agreement. Exclusive of interest and recovery costs, LayerZero seeks the value of the Stargate Tokens, which, as of the Petition Date, would have been in its possession but for the Debtor's breach of the Token Purchase Agreement. As of the Petition Date, LayerZero conservatively estimates that the Stargate Tokens held a value of not less than \$39,160,000.00.

LayerZero believes that the Debtor has in its possession the Token Purchase Agreement and the related correspondence between the parties to date. The Token Purchase Agreement contains proprietary information and is subject to confidentiality obligations. A copy of the fully executed Token Purchase Agreement may be made available subject to compliance with those confidentiality obligations. All capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to them in the Token Purchase Agreement, as applicable, and terms not otherwise defined (i) herein or (ii) in the Token Purchase Agreement, but defined in the Bankruptcy Code, shall have the meanings set forth therein. If there is any inconsistency or conflict between the terms as defined in this Addendum and the Token Purchase Agreement, the terms as defined in this Token Purchase Agreement shall govern and control.

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5. This Proof of Claim is prepared to the best of LayerZero's knowledge and belief, based on the recollection of the facts and the information and documentation that was both readily accessible and that became available after an inquiry reasonable under the circumstances. As such, LayerZero reserves all rights to amend, supplement and modify this Proof of Claim to include any other amounts, fees, and expenses at any time hereafter, including interest at any applicable default rate, attorneys' fees and any other costs and fees and assert additional proofs of claim against this Debtor and any other Debtor as it deems appropriate at a later time based on information and documentation that becomes available to it. Moreover, to the extent that LayerZero suffers any future damages, losses, nonpayment, or nonperformance in connection with its rights pertaining to the above agreement and interests, LayerZero hereby reserves the right to amend or supplement this Proof of Claim, in whole or in part, to assert all such claims and interests to which it is entitled.

- 6. **Judgments**. No judgment has been rendered on this Claim.
- 7. Secured Claim. LayerZero is not currently aware of any basis for asserting that LayerZero's Claim as set forth herein is a secured claim, but, based on facts and circumstances that may become known in the future, some or all of LayerZero's Claim may be determined to be secured, and LayerZero reserves all rights with respect thereto. By filing this Proof of Claim, LayerZero does not waive any of its postpetition claims and expressly reserves all of its rights in connection with such claims.
- 8. **Right to Setoff**. The claims asserted herein are not subject to any known claims, counterclaims, setoffs, or defences by the Debtor. LayerZero reserves any and all rights of setoff and recoupment that it or any of its affiliates may have against the Debtor or its affiliates.
- 9. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a). This claim is not entitled to priority under 11 U.S.C. § 507(a).

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- 10. Amount of Claim Entitled to Priority Under 11 U.S.C. § 503(b)(9). This claim is not entitled to priority under 11 U.S.C. § 503(b)(9).
 - 11. Lease. This Claim is not based on a lease.
 - 12. Claim Amendment. This Claim does not amend any previously filed claim.
- 13. **Prior Filing**. LayerZero is not aware of any proof of claim having already been filed for this Claim.
- 14. Last Four Digits of Any Number by which Creditor Identifies Debtor. Not applicable.
- 15. Effect of Filing. This Claim is filed pursuant to Bankruptcy Rule 3003 to protect LayerZero from forfeiture of its Claim. The filing of this Proof of Claim does not constitute, is not intended to be and should not be deemed or construed as (i) a waiver of any of LayerZero's rights and remedies against any other person or entity who may be liable for all or part of the Claims set forth herein, whether an affiliate of the Debtor, an assignee, a guarantor or otherwise; (ii) a waiver of any obligation owed to LayerZero, or any right to any security that may be determined to be held by it or for its benefit; (iii) a waiver of any past, present or future defaults (or events of default) by the Debtor or others in connection with the Claim and the related documents; (iv) an election of remedies (including, but not limited to, an election of remedies that waives or otherwise affects any other remedies); (v) consent by LayerZero to the jurisdiction of this Court with respect to any proceeding commenced against or otherwise involving LayerZero; (vi) consent by LayerZero to the treatment of any non-core claim against it as a core claim; (vii) a waiver of the right to move to withdraw the reference with respect to the claims or otherwise, including, without limitation, any objection or other proceedings commenced with respect thereto, or any other proceedings commenced against or otherwise involving LayerZero; (viii) a waiver of any right to the subordination, in favor of LayerZero,

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of indebtedness or liens held by other creditors of the Debtor; (ix) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is, or becomes, available; (x) consent by LayerZero to a jury trial, or waiver of LayerZero's right to a trial by jury, in each case, in this Court or any other court, in any proceeding, as to any and all matters so triable herein or in any case, controversy or proceeding related hereto, whether or not the same be designated legal, public or private rights, notwithstanding the designation or not of such matters as "core proceedings," pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial is pursuant to statute or the United States Constitution; (xi) a consent by LayerZero to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (xii) a waiver of LayerZero's right to have final orders in matters for which the Bankruptcy Court is not constitutionally authorized to enter final orders, notwithstanding the designation or not of such matters as "core proceedings," pursuant to 28 U.S.C. § 157(b)(2), entered only after de novo review by a District Court judge or, if applicable, the Third Circuit Court of Appeals; (xiii) an admission by LayerZero that any property held by the Debtor constitutes property of the Debtor's estates; or (xiv) a waiver or limitation of any procedural or substantive rights, or any procedural or substantive defenses, to any claim that may be asserted against LayerZero.

16. Reservation of Rights. LayerZero reserves the right to withdraw this Proof of Claim with respect to any or all parts of the Claim set forth herein and/or with respect to the Debtor, for any reason whatsoever. LayerZero does not waive any of its rights to any claims asserted herein by not ascribing a specific dollar amount thereto at this time. LayerZero (a) expressly reserves and does not waive any right or remedy, at law or in equity, of LayerZero, including, without limitation, any and all rights of setoff, recoupment or counterclaim,

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howsoever arising, any right to any security held by or for it or them, or any right to claim an interest in specific assets or any other rights or causes of action that LayerZero has, or may have, against the Debtor, or any other persons or entities, and expressly reserves all such rights; (b) reserves the right to file additional proofs of claim and to further amend or supplement this Proof of Claim in any respect, including, without limitation, by (1) asserting claims arising from, or relating to, the avoidance of transfers made to LayerZero or any other entity, (2) further amending, quantifying or correcting the dollar amount of any part of the Claim or adding any other amounts, (3) adding or including any other debtor entity or any other entity, including, but not limited to, any entity that may become a debtor or debtor-in-possession in these jointly administered bankruptcy cases, (4) providing additional detail regarding the Claim set forth herein, (5) adding or amending categories of payments or liabilities, (6) adding additional claims and interests that may be based upon the same or additional events or documents, and/or (7) for any other reason; (c) reserves the right to assert that all or any part of the Claim described herein is administrative expenses entitled to a first priority under sections 507(a)(2) and 507(b) of the Bankruptcy Code, including, but not limited to, costs and expenses (including attorneys' fees and disbursements) incurred by LayerZero that remain unpaid; (d) any rights LayerZero may have pursuant to sections 362(b), 365(g), 502(g), 506(b), 510, 544, 545, 547, 548, 549, 550, 553, 555, or 742 of the Bankruptcy Code; or (e) any rights against any person or entity who may be liable for all or part of the interests set forth herein, whether an affiliate of the Debtor, an assignee, guarantor, or otherwise. This Proof of Claim is filed without prejudice to the filing by LayerZero or any of its affiliates of additional proofs of claim with respect to any other liability or indebtedness of the Debtor.

17. *Notices*. All notices with respect to this Proof of Claim should be sent to:

Bryan Pellegrino LayerZero Labs Ltd. Trinity Chambers, P.O. Box 4301 Road Town, Tortola VG110 British Virgin Islands Tel: 236-994-5743

Email: notices@layerzerolabs.org

With a copy to:

Monique Mulcare Mayer Brown LLP 1221 Avenue of the Americas New York, New York 10020 Tel: (212) 506 2181

Email: mmulcare@mayerbrown.com

18. **Headings**. Section headings used herein are for convenience only and are not to affect the construction of, or to be taken in consideration in, interpreting this Proof of Claim.

[Remainder of page left intentionally blank]

Proof of Claim Number 85231

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United States Bankruptcy Court, District of Delaware

Gase No. 22-11069)	Check the box to identify the Debtor against whom you assert a claim (select only one Debtor per claim form):						
Case No. 22-11069 Case No. 22-11104 Case No. 22-11105 Case No. 22-1105 Case No. 22-11069 Case No. 22-11099 Case No. 22-11060 Case No.	FTX Trading Ltd.	Alameda Aus Ptv Ltd	☐ Alameda Global Services	☐ Alameda Research			
Case No. 22-11059							
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FTX Structured Products AG (Case No. 22-11122)	FTX Marketplace, Inc.	☐ FTX Products (Singapore)	☐ FTX Property Holdings Ltd	☐ FTX Services Solutions Ltd.			
Case No. 22-11122 Case No. 22-11169 Case No. 22-11123 Case No. 22-11171	(Case No. 22-11168)	Pte Ltd (Case No. 22-11119)	(Case No. 22-11076)	(Case No. 22-11120)			
Case No. 22-11122)	FTX Structured Products AG	FTX Switzerland GmbH	FTX Trading GmbH	☐FTX US Services, Inc.			
Case No. 22-11149 Case No. 22-11172 Case No. 22-11124 Case No. 22-11173 Global Compass Dynamics Good Luck Games, LLC Goodman Investments Ltd. (Case No. 22-11175) Case No. 22-11175 Case No. 22-11176 Case No. 22-11176 Case No. 22-11176 Case No. 22-11179 Hillitop Technology Hive Empire Trading Pty Ltd (Case No. 22-11128) Case No. 22-11180 Case No. 22-11150 Case No. 22-11150 Case No. 22-11176 Case No. 22-11179 Case No. 22-11159 Case No. 22-11155 Case No. 22-11155 Case No. 22-11159 Case No. 22-11159 Case No. 22-11159 Case No. 22-11087 Case No. 22-11086 Case No. 22-11159 Case No. 22-11087 Case No. 22-11089 Case No. 22-11150 Case No. 22-11150 Case No. 22-11150 Case No. 22-11087 Case No. 22-11089 Case No. 22-11150 Case No. 22-11089 Case No. 22-11090 Case No. 22-11090 Case No. 22-11090 Case No. 22-11095 Case No. 22-11097 Case No. 22-11097 Case No. 22-11097 Case No. 22-11097 Case No. 22-11095 Case No. 22-11097 Case No. 22-11132 Case No. 22-11133 Case No. 22-11133 Case No. 22-11097 Case No. 22-11077 Case N	(Case No. 22-11122)	(Case No. 22-11169)	(Case No. 22-11123)				
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Ltd. (Case No. 22-11125) (Case No. 22-11174) (Case No. 22-11126) (Case No. 22-11175) ☐ Hawaii Digital Assets Inc. (Case No. 22-11127) ☐ Hillop Technology ☐ Hive Empire Trading Pty Ltd ☐ Innovatia Ltd ☐ Innovatia Ltd ☐ Innovatia Ltd ☐ (Case No. 22-11128) ☐ Innovatia Ltd ☐ Innovatia Ltd ☐ (Case No. 22-11128) ☐ (Case No. 22-11177) ☐ (Case No. 22-11177) ☐ (Case No. 22-11158) ☐ (Case No. 22-11158) ☐ (Case No. 22-11158) ☐ (Case No. 22-11158) ☐ (Case No. 22-11159) ☐ (Case No. 22-11153) ☐ (Case No. 22-11089) ☐ (Case No. 22-11089) ☐ (Case No. 22-11089) ☐ (Case No. 22-11089) ☐ (Case No. 22-11090) ☐ (Case No. 22-11090)	(Case No. 22-11149)	(Case No. 22-11172)	(Case No. 22-11124)	(Case No. 22-11173)			
☐ Hawaii Digital Assets Inc. ☐ Hilltop Technology ☐ Hive Empire Trading Pty Ltd ☐ Innovatia Ltd (Case No. 22-11128) ☐ Island Bay Ventures Inc ☐ Killarmey Lake Investments ☐ Ledger Holdings Inc. ☐ LedgerPrime Bitcoin Yield Enhancement Fund, LLC (Case No. 22-11177) ☐ LedgerPrime Bitcoin Yield Enhancement Master Fund LP (Case No. 22-11155) ☐ LedgerPrime Digital Asset Opportunities Fund, LLC (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11158) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset DelgerPrime Digital	☐ Global Compass Dynamics	☐ Good Luck Games, LLC	☐ Goodman Investments Ltd.	☐ Hannam Group Inc			
☐ Hawaii Digital Assets Inc. ☐ Hilltop Technology ☐ Hive Empire Trading Pty Ltd. ☐ Innovatia Ltd. (Case No. 22-11128) ☐ Island Bay Ventures Inc. ☐ Killarney Lake Investments ☐ Ledger Holdings Inc. ☐ LedgerPrime Bitcoin Yield Enhancement Fund, LLC (Case No. 22-11177) ☐ LedgerPrime Bitcoin Yield Enhancement Fund, LLC (Case No. 22-11155) ☐ LedgerPrime Digital Asset Opportunities Fund, LLC (Case No. 22-11155) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11156) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11157) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11159) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11108) ☐ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11086) ☐ Case No. 22-11086) ☐ Led	Ltd. (Case No. 22-11125)	(Case No. 22-11174)	(Case No. 22-11126)	(Case No. 22-11175)			
Case No. 22-11127	☐ Hawaii Digital Assets Inc.	☐ Hilltop Technology	☐ Hive Empire Trading Pty Ltd				
(Case No. 22-11176) □ Island Bay Ventures Inc (Case No. 22-11129) □ LedgerPrime Bitcoin Yield Enhancement Fund, LLC (Case No. 22-11177) □ LedgerPrime Bitcoin Yield Enhancement Fund, LLC (Case No. 22-11177) □ LedgerPrime Bitcoin Yield Enhancement Master Fund LP (Case No. 22-11155) □ LedgerPrime Digital Asset Opportunities Fund, LLC (Case No. 22-11157) □ LedgerPrime Ventures, LP (Case No. 22-11156) □ Liquid Financial USA Inc. (Case No. 22-11157) □ Liquid Securities Singapore (Case No. 22-11159) □ LT Baskets Ltd. □ Maclaurin Investments Ltd. □ Mangrove Cay Ltd □ North Dimension Inc (Case No. 22-11087) □ North Dimension Ltd □ North Dimension Ltd □ North Wireless Dimension □ Case No. 22-11089) □ Quoine India Pte Ltd □ Quoine Pte Ltd □ Quoine Pte Ltd □ Quoine Vetnam Co. Ltd □ Case No. 22-11094) □ Technology Services Bahamas Limited (Case No. 22-11095) □ West Realm Shires Inc. □ West Realm Shires Inc. □ West Realm Shires Services □ Western Concord □ Zubr Exchange Ltd □ Case No. 22-11132)	(Case No. 22-11127)	Services LLC		(Case No. 22-11128)			
□ Island Bay Ventures Inc □ Killarney Lake Investments □ Ledger Holdings Inc. □ LedgerPrime Bitcoin Yield Enhancement Fund, LLC (Case No. 22-11177) □ LedgerPrime Bitcoin Yield □ LedgerPrime Digital Asset Opportunities Fund, LLC (Case No. 22-11155) □ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11155) □ LedgerPrime Digital Asset Opportunities Master Fund LP (Case No. 22-11158) □ LedgerPrime LLC (Case No. 22-11158) □ LedgerPrime Ventures, LP (Case No. 22-11150) □ Liquid Financial USA Inc. □ Liquid Securities Singapore Pte Ltd (Case No. 22-11086) □ LiquidEX LLC (Case No. 22-11152) □ LT Baskets Ltd. □ Maclaurin Investments Ltd. □ Mangrove Cay Ltd □ North Dimension Inc (Case No. 22-11088) □ North Dimension Inc (Case No. 22-11153) □ North Dimension Ltd □ North Wireless Dimension Inc (Case No. 22-11088) □ Paper Bird Inc (Case No. 22-11089) □ Pioneer Street Inc. □ Quoine India Pte Ltd □ Quoine Pte Ltd □ Quoine Vietnam Co. Ltd □ Strategy Ark Collective Ltd. □ Case No. 22-11091) □ Case No. 22-11096) □ West Innovative Barista Ltd. □ West Realm Shires Financial □ West Realm Shires Inc. □ West Realm Shires Services □ West Realm Shires Ltd. □ West Realm Shires Ltd. □ Case No. 22-11072) □ West Realm Shires Inc. □ Case No. 22-11132) □ Case No. 22-11132) □ Case No.		(Case No. 22-11176)		,			
LedgerPrime Bitcoin Yield		☐ Killarney Lake Investments					
Enhancement Master Fund LP (Case No. 22-11155) Case No. 22-11156) Case No. 22-11157) Case No. 22-11156) Case No. 22-11157) Case No. 22-11157) Case No. 22-11159) Case No. 22-11151) Case No. 22-11159) Case No. 22-11151) Case No. 22-11151) Case No. 22-11086) Case No. 22-11086) Case No. 22-11086) Case No. 22-11087) Case No. 22-11087) Case No. 22-11087) Case No. 22-11087) Case No. 22-11088) Case No. 22-11153) Case No. 22-11154) Case No. 22-11159) Case No. 22-11159) Case No. 22-11159) Case No. 22-11160) Case No. 22-11160) Case No. 22-11161) Case No. 22-11161) Case No. 22-11091) Case No. 22-11161) Case No. 22-11091) Case No. 22-11096) Case No. 22-11095) Case No. 22-11095) Case No. 22-11071) Case No. 22-11071) Case No. 22-11132) Case No. 22-11132)	(0000 110: 22 11:120)	2.0 (808 118. 22 11181)	(5005 110. 22 11075)				
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(Case No. 22-11155)(Case No. 22-11156)LP (Case No. 22-11157)□ LedgerPrime Ventures, LP□ Liquid Financial USA Inc.□ Liquid Securities Singapore□ LiquidEX LLC(Case No. 22-11159)□ Case No. 22-11151)□ Pte Ltd (Case No. 22-11086)□ North Dimension Inc□ LT Baskets Ltd.□ Maclaurin Investments Ltd.□ Mangrove Cay Ltd□ North Dimension Inc(Case No. 22-11077)□ North Wireless Dimension□ Paper Bird Inc□ Pioneer Street Inc.□ North Dimension Ltd□ North Wireless Dimension□ Paper Bird Inc□ Pioneer Street Inc.□ Quoine India Pte Ltd□ Quoine Pte Ltd□ Quoine Vietnam Co. Ltd□ Strategy Ark Collective Ltd.□ Case No. 22-11091)□ Case No. 22-11161)□ Quoine Vietnam Co. Ltd□ Case No. 22-11094)□ Technology Services□ Verdant Canyon Capital LLC□ West Innovative Barista Ltd.□ West Realm Shires FinancialBahamas Limited□ Case No. 22-11096)□ West Realm Shires Financial□ West Realm Shires Inc.□ West Realm Shires Services□ Western Concord□ Zubr Exchange Ltd□ Case No. 22-11183)□ Case No. 22-11071)□ Tenterprises Ltd.□ Case No. 22-11132)							
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(Case No. 22-11159)(Case No. 22-11151)Pte Ltd (Case No. 22-11086)(Case No. 22-11152)□ LT Baskets Ltd.□ Maclaurin Investments Ltd.□ Mangrove Cay Ltd□ North Dimension Inc(Case No. 22-11077)(Case No. 22-11087)(Case No. 22-11088)(Case No. 22-11153)□ North Dimension Ltd□ North Wireless Dimension□ Paper Bird Inc□ Pioneer Street Inc.(Case No. 22-11160)□ Quoine Vietnam Co. Ltd□ Case No. 22-11090)□ Quoine India Pte Ltd□ Quoine Vietnam Co. Ltd□ Strategy Ark Collective Ltd.(Case No. 22-11091)(Case No. 22-11091)(Case No. 22-11092)(Case No. 22-11094)□ Technology Services□ Verdant Canyon Capital LLC□ West Innovative Barista Ltd.□ West Realm Shires FinancialBahamas Limited(Case No. 22-11096)(Case No. 22-11097)Services Inc.(Case No. 22-11095)□ West Realm Shires Services□ Western Concord□ Zubr Exchange Ltd□ West Realm Shires Inc.□ West Realm Shires Services□ Therprises Ltd.□ Zubr Exchange Ltd□ Case No. 22-11132)□ Case No. 22-11132)				TLiquidEX LLC			
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(Case No. 22-11077)(Case No. 22-11087)(Case No. 22-11088)(Case No. 22-11153)□ North Dimension Ltd□ North Wireless Dimension□ Paper Bird Inc□ Pioneer Street Inc.(Case No. 22-11160)□ Inc. (Case No. 22-11154)(Case No. 22-11089)(Case No. 22-11090)□ Quoine India Pte Ltd□ Quoine Pte Ltd□ Quoine Vietnam Co. Ltd□ Strategy Ark Collective Ltd.(Case No. 22-11091)(Case No. 22-11161)(Case No. 22-11092)(Case No. 22-11094)□ Technology Services□ Verdant Canyon Capital LLC□ West Innovative Barista Ltd.□ West Realm Shires FinancialBahamas Limited(Case No. 22-11096)(Case No. 22-11097)Services Inc.(Case No. 22-11095)□ West Realm Shires Services□ Western Concord□ Zubr Exchange Ltd□ West Realm Shires Inc.□ Case No. 22-11071)□ Enterprises Ltd.□ Case No. 22-11132)							
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(Case No. 22-11160)Inc. (Case No. 22-11154)(Case No. 22-11089)(Case No. 22-11090)□ Quoine India Pte Ltd□ Quoine Pte Ltd□ Quoine Vietnam Co. Ltd□ Strategy Ark Collective Ltd.(Case No. 22-11091)(Case No. 22-11092)(Case No. 22-11092)□ Technology Services□ Verdant Canyon Capital LLC□ West Innovative Barista Ltd.□ West Realm Shires FinancialBahamas Limited(Case No. 22-11096)(Case No. 22-11097)Services Inc.(Case No. 22-11095)□ West Realm Shires Services□ Western Concord□ Zubr Exchange Ltd(Case No. 22-11183)Inc. (Case No. 22-11071)Enterprises Ltd.(Case No. 22-11132)		1.3	1 \				
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□ Technology Services □ Verdant Canyon Capital LLC Bahamas Limited (Case No. 22-11096) (Case No. 22-11095) □ West Realm Shires Inc. (Case No. 22-11183) □ West Realm Shires Services □ West Innovative Barista Ltd. (Case No. 22-11097) □ West Realm Shires Financial Services Inc. (Case No. 22-11072) □ West Realm Shires Services □ Western Concord □ Zubr Exchange Ltd (Case No. 22-11132)			_				
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(Case No. 22-11095)(Case No. 22-11072)□ West Realm Shires Inc.□ West Realm Shires Services□ Western Concord□ Zubr Exchange Ltd(Case No. 22-11183)Inc. (Case No. 22-11071)Enterprises Ltd.(Case No. 22-11132)							
□ West Realm Shires Inc. □ West Realm Shires Services □ Western Concord □ Zubr Exchange Ltd (Case No. 22-11183) Inc. (Case No. 22-11071) Enterprises Ltd. (Case No. 22-11132)		(Case No. 22-11090)	(Case No. 22-11097)				
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	(Case No. 22-11103)	IIIC. (Case No. 22-110/1)	(Case No. 22-11098)	(Case NO. 22-11132)			

RECEIVED

SEP 2 9 2023

Modified Form 410 Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This claim form should not be used to assert claims against Emergent Fidelity Technologies Ltd.

Fill in all the information about the claim as of November 14, 2022 for Debtor West Realm Shires Inc. and as of November 11, 2022 for all other Debtors.

Who is the current	LayerZero Labs Ltd.					
creditor?	Name of the current creditor (the person or entity to be paid for this claim)					
	Other names the creditor used with the debtor					
	Email(s) the creditor used with the debtor					
Has this claim been acquired from someone else?	■ No ■ Yes. From whom?					
Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)				
Federal Rule of	Brian S. Rosen	LayerZero Labs Ltd.				
Bankruptcy Procedure	Eleven Times Square	Attn: Bryan Pellegrino				
(FRBP) 2002(g)	New York, NY 10036	Trinity Chambers, P.O. Box 4301, Road				
		Town, Tortola VG1110				
		British Virgin Islands				
	Contact phone 212-969-3380	Contact phone 236-994-5743				
	Contact email brosen@proskauer.con	Contact email legal@layerzerolabs.org				
Does this claim amend one already filed?		Filed on 06/29/2023 MM / DD / YYYY				
Do you know if anyonelse has filed a proof of claim for this claim	Yes Who made the earlier filing?					
Part 2: Give Inform	nation About the Claim as of the Date the Case W	as Filed				
Do you have any numb you use to identify the debtor?		mber you use to identify the debtor:				
If filing a claim for cr		is amount include interest or other charges?				
a. How much is the clai	m? § See Addendum. No Yes.	. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).				
If asserted liability is in amount in such currence	a currency other than U.S. dollars or cryptocurrency, process; and (iii) a conversion rate to	ovide (i) the currency type; (ii) the o U.S. dollars				
amount in such currence	a currency other than U.S. dollars or cryptocurrency, process and (iii) a conversion rate to ach type and quantity of each coin owed as of the date the	o U.S. dollars he case was filed (November 11, 2022)				
amount in such currence	ey; and (iii) a conversion rate to	o U.S. dollars				
amount in such currence b. List the number of e	ey; and (iii) a conversion rate to	o U.S. dollars he case was filed (November 11, 2022)				
amount in such currence b. List the number of e	ey; and (iii) a conversion rate to	o U.S. dollars he case was filed (November 11, 2022)				

8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3 Limit disclosing information that is entitled to privacy, such as health care information.	
Mary matter of the last parameters		See Addendum.	
	Is all or part of the claim secured?		ecurity interest (for
10	. Is this claim based on a lease?	■ No Yes. Amount necessary to cure any default as of the date of the petition. \$	
11	. Is this claim subject to a right of setoff?	■ Yes. Identify the property:	
12	Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	 No Yes. Check one: □ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). □ Up to \$3,350 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). □ Wages, salaries, or commissions (up to \$15,150) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). □ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). □ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). □ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. 	Amount entitled to priority S S \$ \$ \$ \$ \$ \$ \$
13.	Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?	Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case(s), in which the goods have been sold to the debtor in the ordinary course of such debtor's business. If claim is for both goods and services, provide your total claim amount (goods & services) in section 7a. and the value of the goods here. Attach documentation supporting such claim. See the instructions below on what further information is required.	\$

Part 3:

Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).	female	reditor. reditor's attorney or auth	orized agent, heir authorized agent. Bank	ruptcy Rule 3	3004.	
If you file this claim electronically, FRBP	☐ I am a gua	rantor, surety, endorser	or other codebtor. Bankrup	tcy Rule 300	5.	
5005(a)(2) authorizes courts to establish local rules			re on this <i>Proof of Claim</i> sei he debtor credit for any pay		sknowledgment that when calculating the ed toward the debt.	
specifying what a signature is.	I have examine and correct.	d the information in this	Proof of Claim and have a r	easonable be	elief that the information is true	
A person who files a fraudulent claim could be	I declare under	penalty of perjury that t	ne foregoing is true and corr	ect.		
fined up to \$500,000, imprisoned for up to 5 years, or both.	Executed on da	MM / DD / YYYY				
years, or both. 18 U.S.C. §§ 152, 157, and 3571.	Signature	In				
	Print the name		completing and signing th	is claim:		
	Name	Bryan Pellegrino				
	Tite	First name Chief Executive	Middle name Officer		Last name	
	Company	LayerZero Labs	Ltd.			
	Identify the corporate servicer as the company if the authorized agent is a servicer.					
	Address	Trinity Chamber Number Stree	s, P. O. Box 4301, Ros	id Town, T	ortola VG1110	
		British Virgin Isla	ands			
		City		State	ZIP Code	
	Contact phone	236-994-5743		Email	legal@laverzerolabs.org	

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 11

FTX TRADING LTD., et al., 1

Case No. 22-11068 (JTD)

Debtors.

(Jointly Administered)

ADDENDUM TO AMENDED NON-CUSTOMER PROOF OF CLAIM OF LAYERZERO LABS LTD.

- 1. On November 11, 2022 (the "<u>Petition Date</u>"), FTX Trading Ltd. ("<u>FTX Trading</u>") and its affiliated debtors and debtors-in-possession (collectively, the "<u>Debtors</u>") in the above-captioned, jointly administered chapter 11 cases (the "<u>Chapter 11 Cases</u>") each filed voluntary petitions pursuant to chapter 11 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>").
- 2. LayerZero Labs Ltd. ("<u>LayerZero</u>") is a software company. LayerZero, among other things, invented and launched an open-source protocol that allows different blockchains to communicate with one another. Prior to the Petition Date, LayerZero engaged in various transactions with certain of the Debtors. An overview of these transactions is provided below.
- 3. Token Warrant Agreements. On January 14, 2022, LayerZero and Maclaurin Investments Ltd., f/k/a/ Alameda Ventures Ltd. ("Alameda Ventures") entered into two warrant agreements, which entitled Alameda Ventures to purchase Stargate Tokens (the "STG Warrant") and LayerZero Tokens (the "ZRO Warrant") from LayerZero.
- 4. *Master Loan Agreement*. On January 27, 2022, LayerZero and Alameda Ventures' parent, Alameda Research Ltd. ("Alameda Research") entered into a master loan agreement (as

The last four digits of FTX Trading Ltd.'s tax identification number is 3288. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at https://cases.ra.kroll.com/FTX.

amended, restated and otherwise supplemented, the "Master Loan Agreement"). Pursuant to the Master Loan Agreement, a callable Option/Prepayment Option (the "Prepayment Option") was available to Alameda Research, as Borrower.

- 5. Equity Purchases. On January 14, 2022, Alameda Ventures purchased Two Million Nine Hundred Eighty-Eight Thousand Five Hundred Fifty-Three (2,988,553) Series A-1 Preference Shares of LayerZero for Thirty-Nine Million Nine Hundred Ninety-Nine Thousand Nine Hundred Eighty-Eight Dollars and Seventy-Eight Cents (\$39,999,988.78). On May 27, 2022, Alameda Ventures purchased Seven Hundred Sixty-Two Thousand Three Hundred Eighty-Four (762,384) Ordinary Shares of LayerZero for Twenty-Nine Million Nine Hundred Ninety-Nine Thousand Nine Hundred Eighty-Five Dollars and Seventy-Five Cents (\$29,999,985.75). As a result of these transactions, Alameda Ventures acquired an approximately four and ninety-two one hundredths percent (4.92%) equity stake in LayerZero (the "AV Equity Stake").
- 6. Loan Agreement. On February 4, 2022, LayerZero and Alameda Research, entered into an agreement, pursuant to which LayerZero loaned Alameda Research Forty-Five Million Dollars (\$45,000,000.00) (the "AR Loan").
- 7. Token Purchases. On March 17, 2022, Alameda Ventures purchased One Hundred Million (100,000,000) Stargate Tokens for Twenty-Five Million Dollars (\$25,000,000.00) at a public auction.
- 8. Share Transfer and Cancellation and Recission Agreements. Pursuant to the Prepayment Option, in exchange for LayerZero forgiving the AR Loan, on November 8, 2022, LayerZero and Alameda Ventures entered into (i) a share transfer agreement, pursuant to which Alameda Ventures transferred the AV Equity Stake to LayerZero and (ii) a cancellation and recission agreement, pursuant to which Alameda Ventures relinquished its rights pursuant to the STG Warrant and ZRO Warrant. In accordance with the terms of their agreement, the accrued

interest during the term of the AR Loan was not forgiven in connection with Alameda Research's exercise of the Prepayment Option.

- 9. Token Purchase Agreement. On November 9, 2022, LayerZero and Alameda Ventures entered into that certain Token Purchase Agreement (as amended, restated, and otherwise supplemented, the "Token Purchase Agreement"),² pursuant to which Alameda Ventures agreed to sell LayerZero One Hundred Million (100,000,000) Stargate Tokens (collectively, the "TPA Stargate Tokens"). On November 10, 2022, the Closing Date, LayerZero was ready, willing, and able to complete its purchase of the TPA Stargate Tokens for Ten Million Dollars (\$10,000,000.00). Alameda Ventures was provided with unique STG Wallets and keys for the TPA Stargate Tokens, but Alameda Ventures breached its obligations and failed to deliver the TPA Stargate Tokens. Thereafter, on or around March 17, 2023, Alameda Ventures used the keys in its possession and moved the TPA Stargate Tokens upon their release.
- 10. On September 8, 2023, FTX Trading, Alameda Ventures, and West Realm Shires Services, Inc. ("FTX US," and, together with FTX Trading and Alameda Ventures, the "Plaintiffs") filed the Complaint for Avoidance and Recovery of Transfers Pursuant to 11 U.S.C. §§ 105, 544, 547, 548 and 550, Del. Code Ann. Tit. 6, §§ 1304 and 1305, and for Disallowance of Claims Pursuant to 11 U.S.C. § 502 [Case No. 22-11068, ECF No. 2457; Adv. Pro. No. 23-50492, ECF No. 1] (the "Complaint") against LayerZero, Ari Litan, and Skip & Goose LLC. In the

LayerZero believes Alameda Ventures has in its possession the Token Purchase Agreement and the related correspondence between the parties to date. The Token Purchase Agreement contains proprietary information and is subject to confidentiality obligations. A copy of the fully executed Token Purchase Agreement may be made available subject to compliance with those confidentiality obligations. All capitalized terms used herein, bur not otherwise defined herein, shall have the meanings ascribed to them in the Token Purchase Agreement, as applicable, and terms not otherwise defined (i) herein or (ii) in the Token Purchase Agreement, but defined in the Bankruptcy Code, shall have the meanings set forth therein. If there is any inconsistency or conflict between the terms as defined in this addendum and the Token Purchase Agreement, the terms as defined in the Token Purchase Agreement shall govern and control.

Complaint, Plaintiffs assert preferential and fraudulent transfers claims against LayerZero (the "LayerZero Transfers Claim"). Complaint ¶¶ 3–14, 16, 49–68, 77–119.

- 11. The Plaintiffs assert the following transactions should be avoided as (i) fraudulent transfers, pursuant to sections 548(a)(1)(A) and 548(a)(1)(B), 544(b) of the Bankruptcy Code and sections 1304(a)(1), 1304(a)(2) and 1305 of the Delaware Code, and (ii) preferential transfers pursuant to section 547(b) of the Bankruptcy Code:
 - a. Alameda Ventures' transfer of the AV Equity Stake to LayerZero; and
 - b. Alameda Ventures' relinquishment of its rights pursuant to the STG Warrant and ZRO Warrant.
- 12. Following the filing of the Complaint, LayerZero retained Proskauer Rose LLP ("Proskauer") to represent it as counsel in connection with the Complaint and Chapter 11 Cases.

Classification and Amount of Claim

Of the Token Purchase Agreement and the delivery of the TPA Stargate Tokens thereunder. LayerZero hereby asserts all claims and rights under applicable law or principles of equity, whether such claims and rights are contingent, liquidated, unliquidated, matured, unmatured, known, unknown or otherwise, that LayerZero has or may hereafter have against Alameda Ventures and its affiliates, successors, and assigns, relating to or arising out of, among other things, the Token Purchase Agreement (the "Token Purchase Agreement Claim"). Exclusive of interest and recovery costs, LayerZero seeks the value of the TPA Stargate Tokens, which, as of the Petition Date, would have been in its possession but for the Alameda Ventures' breach of the Token Purchase Agreement. As of the Petition Date, the TPA Stargate Tokens were worth approximately Three Thousand Nine Hundred Sixteen Ten Thousandths Cents (\$0.3916) per token. Subject to inquiry notice and the reservations set forth elsewhere in this addendum, exclusive of interest and

recovery costs, as of the Petition Date, the estimated amount of the Token Purchase Agreement Claim is Thirty-Nine Million One Hundred and Sixty Thousand Dollars (\$39,160,000.00).

14. Claim Relating to the LayerZero Transfers Claim. In the event Plaintiffs prevail and obtain a judgment with respect to the LayerZero Transfers Claim, LayerZero hereby asserts a general unsecured claim, pursuant to section 502(h) of the Bankruptcy Code, against Plaintiffs for all amounts that may be due and payable pursuant to such judgment. Additionally, in the event Plaintiffs are unsuccessful in connection with the LayerZero Transfers Claim, LayerZero hereby asserts a contingent general unsecured claim for all fees and expenses incurred by LayerZero in connection with or related to the LayerZero Transfers Claim, including, without limitation, reasonable attorneys' fees and expenses.

Inquiry Notice

15. This Proof of Claim and its attachments serve, and are intended to serve, as notice of a claim for any amount due or to become due in connection with (i) the Token Purchase Agreement, the provisions of which are expressly incorporated herein by reference whether or not summarized or identified specifically herein, and all interested parties are on notice, and advised to examine the provisions, of the Token Purchase Agreement and (ii) the LayerZero Transfers Claim, and all interested parties are on notice, and advised to examine the Complaint and any other pleadings in Adv. Pro. No. 23-50492.

Earlier-Filed Claims

16. On June 29, 2023, LayerZero filed Proof of Claim No. 5236 relating to the Token Purchase Agreement. This Proof of Claim amends and supersedes Proof of Claim No. 5236.

Reservation of Rights and Claims

17. This Proof of Claim is filed under the compulsion of the bar date established in the Chapter 11 Cases and is filed to protect LayerZero from any asserted forfeiture of claims by reason

of said bar date. LayerZero reserves its right to amend and/or supplement this Proof of Claim for the purposes and to the extent permitted by applicable law.

- 18. This Proof of Claim does not encompass claims or rights that LayerZero may have that arise after the Petition Date and that are entitled to an administrative priority, including, without limitation, rights to payment of the fees and expenses incurred by Proskauer. LayerZero expressly reserves its right to file and assert at the appropriate time any claims and rights that are entitled to an administrative priority. The mention of a claim herein does not constitute a waiver of the right to administrative priority.
- 19. LayerZero reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted by the Debtors. Including, without limitation, any rights of setoff and/or recoupment not expressly asserted herein. LayerZero does not waive, and expressly reserves, any right of action that it may have against the Debtors or any other person or persons.
- 20. LayerZero further reserves all rights accruing to it, and the filing of this Proof of Claim is not and shall not be deemed or construed as (i) a waiver, release, or limitation of its rights against any person, entity, or property (including, without limitation, the Debtors or any other person or entity that is or becomes a debtor in a case pending in this Court); (ii) a consent by LayerZero to the jurisdiction or venue of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving LayerZero; (iii) a waiver, release, or limitation of LayerZero's rights to a trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution; (iv) a consent by

LayerZero to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (v) a waiver, release, or limitation of LayerZero's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a U.S. District Court Judge; (vi) consent to this Court hearing or deciding any matter or proceeding, to the extent this Court lacks the constitutional authority to do so, under *Stern v. Marshall* or otherwise; (vii) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving LayerZero; (viii) an election of remedies; or (ix) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c).

Notices and Communications

21. All notices and communications concerning the Proof of Claim should be sent to the following addresses:

[Continued on following page]

Proskauer Rose LLP Attn: Brian S. Rosen Eleven Times Square New York, NY 10036

and

Proskauer Rose LLP Attn: Libbie Osaben 70 West Madison Chicago, IL 60602

and

LayerZero Labs Ltd. Attn: Bryan Pellegrino, CEO 4301 Road Town Tortola, BVI VG 1110 **Proof of Claim Number 5263**

United States Bankruptcy Court, District of Delaware

☐FTX Trading Ltd.	☐ Alameda Aus Pty Ltd	☐ Alameda Global Services	☐ Alameda Research
(Case No. 22-11068)	(Case No. 22-11104)	Ltd. (Case No. 22-11134)	(Bahamas) Ltd
			(Case No. 22-11105)
🗖 Alameda Research Holdings Inc.	Alameda Research KK	■ Alameda Research LLC	Alameda Research Ltd
(Case No. 22-11069)	(Case No. 22-11106)	(Case No. 22-11066)	(Case No. 22-11067)
Alameda Research Pte Ltd	■ Alameda Research Yankari	☐ Alameda TR Ltd	Alameda TR Systems S. de
(Case No. 22-11107)	Ltd (Case No. 22-11108)	(Case No. 22-11078)	R. L. (Case No. 22-11109)
Allston Way Ltd	☐ Analisya Pte Ltd	Atlantis Technology Ltd.	■ Bancroft Way Ltd
(Case No. 22-11079)	(Case No. 22-11080)	(Case No. 22-11081)	(Case No. 22-11082)
■ Blockfolio, Inc.	☐ Blue Ridge Ltd	☐ Cardinal Ventures Ltd	Cedar Bay Ltd
(Case No. 22-11110)	(Case No. 22-11083)	(Case No. 22-11084)	(Case No. 22-11085)
Cedar Grove Technology	Clifton Bay Investments LLC	Clifton Bay Investments Ltd	Cottonwood Grove Ltd
Services, Ltd. (Case No. 22-11162)	(Case No. 22-11070)	(Case No. 22-11111)	(Case No. 22-11112)
Cottonwood Technologies Ltd	Crypto Bahamas LLC	■ DAAG Trading, DMCC	Deck Technologies Holding
(Case No. 22-11136)	(Case No. 22-11113)	(Case No. 22-11163)	LLC (Case No. 22-11138)
Deck Technologies Inc.	Deep Creek Ltd		
(Case No. 22-11139)		Digital Custody Inc.	Euclid Way Ltd
FTX (Gibraltar) Ltd	(Case No. 22-11114)	(Case No. 22-11115)	(Case No. 22-11141)
,	FTX Canada Inc	FTX Certificates GmbH	FTX Crypto Services Ltd.
(Case No. 22-11116)	(Case No. 22-11117)	(Case No. 22-11164)	(Case No. 22-11165)
FTX Digital Assets LLC	FTX Digital Holdings	FTX EMEA Ltd.	☐ FTX Equity Record Holding
(Case No. 22-11143)	(Singapore) Pte Ltd	(Case No. 22-11145)	Ltd (Case No. 22-11099)
	(Case No. 22-11118)		
FTX EU Ltd.	☐ FTX Europe AG	☐ FTX Exchange FZE	FTX Hong Kong Ltd
(Case No. 22-11166)	(Case No. 22-11075)	(Case No. 22-11100)	(Case No. 22-11101)
☐ FTX Japan Holdings K.K.	☐ FTX Japan K.K.	☐ FTX Japan Services KK	FTX Lend Inc.
(Case No. 22-11074)	(Case No. 22-11102)	(Case No. 22-11103)	(Case No. 22-11167)
☐ FTX Marketplace, Inc.	☐ FTX Products (Singapore)	FTX Property Holdings Ltd	FTX Services Solutions Ltd.
(Case No. 22-11168)	Pte Ltd (Case No. 22-11119)	(Case No. 22-11076)	(Case No. 22-11120)
FTX Structured Products AG	☐ FTX Switzerland GmbH	FTX Trading GmbH	FTX US Services, Inc.
Case No. 22-11122)	(Case No. 22-11169)	(Case No. 22-11123)	(Case No. 22-11171)
FTX US Trading, Inc.	FTX Ventures Ltd.	FTX Zuma Ltd	■GG Trading Terminal Ltd
(Case No. 22-11149)	(Case No. 22-11172)	(Case No. 22-11124)	(Case No. 22-11173)
Global Compass Dynamics	Good Luck Games, LLC	Goodman Investments Ltd.	
Ltd. (Case No. 22-11125)	(Case No. 22-11174)	(Case No. 22-11126)	Hannam Group Inc
Hawaii Digital Assets Inc.	Hilltop Technology		(Case No. 22-11175)
(Case No. 22-11127)		Hive Empire Trading Pty Ltd	
(Case No. 22-11121)	Services LLC	(Case No. 22-11150)	(Case No. 22-11128)
Island Bay Ventures Inc	(Case No. 22-11176)		
(Case No. 22-11129)	☐ Killamey Lake Investments Ltd (Case No. 22-11131)	Ledger Holdings Inc. (Case No. 22-11073)	LedgerPrime Bitcoin Yield Enhancement Fund, LLC (Case No. 22-11177)
LedgerPrime Bitcoin Yield	■ LedgerPrime Digital Asset	LedgerPrime Digital Asset	■ LedgerPrime LLC
Enhancement Master Fund, LP	Opportunities Fund, LLC	Opportunities Master Fund	(Case No. 22-11158)
(Case No. 22-11155)	(Case No. 22-11156)	LP (Case No. 22-11157)	·
■ LedgerPrime Ventures, LP	Liquid Financial USA Inc.	□ Liquid Securities Singapore	☐ LiquidEX LLC
(Case No. 22-11159)	(Case No. 22-11151)	Pte Ltd (Case No. 22-11086)	(Case No. 22-11152)
■ LT Baskets Ltd.	■ Maclaurin Investments Ltd.	☐ Mangrove Cay Ltd	North Dimension Inc
(Case No. 22-11077)	(Case No. 22-11087)	(Case No. 22-11088)	(Case No. 22-11153)
North Dimension Ltd	■ North Wireless Dimension	Paper Bird Inc	Pioneer Street Inc.
(Case No. 22-11160)	Inc. (Case No. 22-11154)	(Case No. 22-11089)	(Case No. 22-11090)
Quoine India Pte Ltd	Quoine Pte Ltd	Quoine Vietnam Co. Ltd	Strategy Ark Collective Ltd.
(Case No. 22-11091)	(Case No. 22-11161)	(Case No. 22-11092)	
Technology Services	☐ Verdant Canyon Capital LLC		(Case No. 22-11094)
Bahamas Limited		West Innovative Barista Ltd.	West Realm Shires Financia
(Case No. 22-11095)	(Case No. 22-11096)	(Case No. 22-11097)	Services Inc.
	Nort Pooles Object Oct.		(Case No. 22-11072)
■ West Realm Shires Inc.	West Realm Shires Services	☐ Western Concord	■ Zubr Exchange Ltd
(Case No. 22-11183)	Inc. (Case No. 22-11071)	Enterprises Ltd.	(Case No. 22-11132)
		(Case No. 22-11098)	I

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JUN 29 2023

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Modified Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This claim form should not be used to assert claims against Emergent Fidelity Technologies Ltd.

Fill in all the information about the claim as of November 14, 2022 for Debtor West Realm Shires Inc. and as of November 11, 2022 for all other Debtors.

P	art 1: Identify the C	laim					
1,6	Who is the current creditor?	Name of the co	ro Labs Ltd. urrent creditor (the person or entitle creditor used with the debtor reditor used with the debtor	-	erzerolabs.org		
2.	Has this claim been acquired from someone else?	☐ No ☐ Yes. From	m whom?		38.30 2 =		
3.	Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Bryan Pe LayerZei Trinity Cl Road To	ellegrino ro Labs Ltd. hambers, P.O. Box wn, Tortola VG110 irgin Islands		Where should payments different)	to the creditor be sent? (if	
		Contact phone	236-994-5743 notices@layerzerolabs.	org			
4.	Does this claim amend one already filed?	■ No ■ Yes. Cla	aim number on court claims	registry (if known)_	Fil	ed on MM / DD / YYYY	
5.	Do you know if anyone else has filed a proof of claim for this claim?	No Yes, Who	o made the earlier filing?				
Pa	art 2: Give Informa	ition About t	the Claim as of the Date	the Case Was	Filed		
6, [Oo you have any number you use to identify the debtor?	No Yes, La	st 4 digits of the debtor's acc	ount or any numbe	er you use to identify the debtor	=	
7a.	If filing a claim for cryp		lease fill in 7b. 9,864.00	□ No - ☑ Yes, Att	mount include interest or other ach statement itemizing interearges required by Bankruptcy l	st, fees, expenses, or other	
If asserted liability is in a currency other than U.S. dollars or cryptocurrency, provide (i) the currency type; (ii) the amount in such currency; and (iii) a conversion rate to U.S. dollars							
7b	7b. List the number of each type and quantity of each coin owed as of the date the case was filed (November 11, 2022)						
	Coin List		Count		Coin List	Count	
L							
L							

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8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 30 Limit disclosing information that is entitled to privacy, such as health care information.	death, or credit card, 001(c).
	Please See Addendum.	
9. Is all or part of the claim secured?	No Yes. The claim is secured by a lien on property. Nature of property: Real estate. If the claim is secured by the debtor's principal residence, file a Moral Attachment (Official Form 410-A) with this Proof of Claim. Motor vehicle Other. Describe: Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a sexample, a mortgage, lien, certificate of title, financing statement, or other document been filed or recorded.) Value of property: Amount of the claim that is secured: Amount of the claim that is unsecured: Amount necessary to cure any default as of the date of the petition: Annual Interest Rate (when case was filed) Variable	ecurity interest (for that shows the lien has
10. Is this claim based on a lease?	■ No Yes. Amount necessary to cure any default as of the date of the petition. \$	
11. Is this claim subject to a right of setoff?	■ Yes. Identify the property:	
12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	 No Yes. Check one: □ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). □ Up to \$3,350 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). □ Wages, salaries, or commissions (up to \$15,150) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). □ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). □ Contributions to an employee benefit plant 11 U.S.C. § 507(a)(5). □ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. 	Amount entitled to priorities \$
13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?	Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case(s), in which the goods have been sold to the debtor in the ordinary course of such debtor's business. If claim is for both goods and services, provide your total claim amount (goods & services) in section 7a. and the value of the goods here. Attach documentation supporting such claim. See the instructions below on what further information is required.	\$

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Part 3: Sign Below
The person completing this proof of claim must sign and date it. FRBP 9011(b).
If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.
A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and

3571.

s	Check the appropriate box: I am the creditor. I am the creditor's attorney or authorized agent. I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005. I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.					
	and correct.	he information in this <i>Proof of</i> (Ciaim and have a reas	sonable bell	ier that the information is true	
	I declare under pe	enalty of perjury that the forego	ing is true and correct	t.		
	Executed on date					
1	Bryan fullgring Sensen724E1 Print the name of the person who is completing and signing this claim:					
	Name	Bryan		F	Pellegrino	
	Title	First name Chief Executive Of	Middle name ficer		Last name	
	Company	LayerZero Labs Ltd.				
	Address Trinity Chambers, P.O. Box 4301, Road Town, Tortola VG110 Number Street British Virgin Islands					
		City		State	ZIP Code	
	Contact phone	236-994-5743	_	Email	notices@layerzerolabs.org_	

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
- On the first page of the form, check the box to identify the Debtor against whom you assert a claim. Select only one Debtor per claim form.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form. Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of redaction on the next page.)
 Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- Attach supporting documentation unless voluminous, in which case a summary must be attached. If documentation is unavailable, provide an explanation as to why documentation is not available.
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.
- A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.

- For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write A.B., a minor child (John Doe, parent, 123 Main St., City, State). See Bankruptcy Rule 9037.
- Any proof of claim asserting a 503(b)(9) Claim must also: (i) include the value of the goods delivered to and received by the Debtors in the 20 days prior to the Petition Date; (ii) attach any documentation identifying the particular invoices for which the 503(b)(9) Claim is being asserted; (iii) state whether the amount asserted represents a combination of goods and services and, if applicable, the portion that relates solely to the value of the goods; and (iv) set forth whether any portion of the 503(b)(9) Claim was satisfied by payments made by the Debtors pursuant to any order of the Court authorizing the Debtors to pay prepetition claims.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at https://restructuring.ra.kroll.com/FTX.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.

11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. § 503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business.

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Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101(13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule

3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by first class mail:

FTX Trading Ltd. Claims Processing Center c/o Kroll Restructuring Administration LLC Grand Central Station, PO Box 4850 New York, NY 10163-4850

If by overnight courier or hand delivery:

FTX Trading Ltd. Claims Processing Center c/o Kroll Restructuring Administration LLC 850 Third Avenue, Suite 412 Brooklyn, NY 11232

You may also file your claim electronically at https://restructuring.ra.kroll.com/FTX/EPOC-Index

Do not file these instructions with your form

ATTORNEY WORK PRODUCT PRIVILEGED AND CONFIDENTIAL MB DRAFT 6/26/23

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 11

FTX TRADING LTD., et al. 1

Case No. 22-11068 (JTD)

Debtors.

(Jointly Administered)

ADDENDUM TO PROOF OF CLAIM OF LAYERZERO LABS LTD.

- 1. Name of Debtor. On November 11, 2022 (the "Petition Date"), FTX Trading group ("FTX") and certain of its affiliates filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court"). This proof of claim is filed against Alameda Research Ltd. (the "Debtor").
- 2. Name of Creditor. This claim is made by and on behalf of LayerZero Labs Ltd. ("LayerZero"). LayerZero hereby files this addendum (the proof of claim and this addendum, collectively, this "Proof of Claim") against the Debtor, one of the debtors and debtors-in-possession (the "Debtors") in the above-captioned, jointly administered chapter 11 cases (the "Chapter 11 Cases").
- 3. Amount of Claim. LayerZero asserts all claims and rights under applicable law or principles of equity, whether such claims and rights are contingent, liquidated, unliquidated,

The last four digits of FTX Trading Ltd.'s and Alameda Research Ltd.'s tax identification numbers are 3288 and 1725, respectively. Other information relating to the Debtors may be obtained on the website of the Debtors' claims and noticing agent at https://cases.ra.kroll.com/FTX. LayerZero understands from the Debtors' filings that the Debtors maintain their respective principal places of business at Tortola Pier Park, Building 1, Second Floor, Wickhams Cay 1, Roadtown Tortola VG1110, British Virgin Islands...

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matured, unmatured, known, unknown or otherwise, that LayerZero has or may hereafter have against the Debtor and its affiliates, successors and assigns, relating to or arising out of, among other things, the interest that continues to accrue and remains due under that certain Master Loan Agreement, dated as of January 27, 2022 (as amended, restated and otherwise supplemented, the "Master Loan Agreement"), between the Debtor and LayerZero.²

- 4. In connection with the Master Loan Agreement, a callable Option/Prepayment Option (the "Prepayment Option") was available to the Debtor, as Borrower. The Debtor exercised by the Prepayment Option. Under the Prepayment Option, in exchange for the forgiveness of principal amount of the Loan <u>only</u>, the Debtor and Maclaurin Investments Ltd. (formerly known as Alameda Ventures Ltd.), an affiliated Debtor, redelivered the agreed-upon Digital Currency and delivered the required funds to LayerZero. The accrued interest was not forgiven in connection with the Debtor's exercise of the Prepayment Option. The interest accrued during the term of the Loan remains due and payable by the Debtor together with default interest on the unpaid interest and collections costs. Interest on the Loan accrued at a rate of 8% and at per diem of \$9,863.01.
- 5. As of the Petition Date, the outstanding amount of unpaid interest due to LayerZero is not less than \$1,449,864.00.
- 6. This Proof of Claim is prepared to the best of LayerZero's knowledge and belief, based on the recollection of the facts and the information and documentation that was both

LayerZero believes that the Debtor has in its possession the Master Loan Agreement, the related documents executed in connection with the exercise of the Prepayment Option (collectively, the "Prepayment Option Agreements") and correspondence between the parties to date. The Master Loan Agreement contains proprietary information and is subject to confidentiality obligations. A copy of the fully executed Master Loan Agreement and the related Prepayment Option Agreements may be made available subject to compliance with those confidentiality obligations. All capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to them in the Master Loan Agreement, as applicable, and terms not otherwise defined herein or in the Master Loan Agreement, but defined in the Bankruptcy Code, shall have the meanings set forth therein. If there is any inconsistency or conflict between the terms as defined in this Addendum and the Master Loan Agreement, the terms as defined in this Master Loan Agreement shall govern and control.

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readily accessible and that became available after an inquiry reasonable under the circumstances. As such, LayerZero reserves all rights to amend, supplement and modify this Proof of Claim to include any other amounts, fees, and expenses at any time hereafter, including interest at any applicable default rate, attorneys' fees and any other costs and fees and assert additional proofs of claim against this Debtor and any other Debtor as it deems appropriate at a later time based on information and documentation that becomes available to it. Moreover, to the extent that LayerZero suffers any future damages, losses, nonpayment, or nonperformance in connection with its rights pertaining to the above agreement and interests, LayerZero hereby reserves the right to amend or supplement this Proof of Claim, in whole or in part, to assert all such claims and interests to which it is entitled.

- 7. **Judgments.** No judgment has been rendered on this Claim.
- 8. **Secured Claim**. LayerZero is not currently aware of any basis for asserting that LayerZero's Claim as set forth herein is a secured claim, but, based on facts and circumstances that may become known in the future, some or all of LayerZero's Claim may be determined to be secured, and LayerZero reserves all rights with respect thereto. By filing this Proof of Claim, LayerZero does not waive any of its postpetition claims and expressly reserves all of its rights in connection with such claims.
- 9. **Right to Setoff**. The claims asserted herein are not subject to any known claims, counterclaims, setoffs, or defences by the Debtor. LayerZero reserves any and all rights of setoff and recoupment that it or any of its affiliates may have against the Debtor or its affiliates.
- 10. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a). This claim is not entitled to priority under 11 U.S.C. § 507(a).
- 11. Amount of Claim Entitled to Priority Under 11 U.S.C. § 503(b)(9). This claim is not entitled to priority under 11 U.S.C. § 503(b)(9).

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12. Lease. This Claim is not based on a lease.

13. Claim Amendment. This Claim does not amend any previously filed claim.

14. *Prior Filing*. LayerZero is not aware of any proof of claim having already been

filed for this Claim.

15. Last Four Digits of Any Number by which Creditor Identifies Debtor. Not

applicable.

16. Effect of Filing. This Claim is filed pursuant to Bankruptcy Rule 3003 to protect

LayerZero from forfeiture of its Claim. The filing of this Proof of Claim does not constitute,

is not intended to be and should not be deemed or construed as (i) a waiver of any of

LayerZero's rights and remedies against any other person or entity who may be liable for all or

part of the Claims set forth herein, whether an affiliate of the Debtor, an assignee, a guarantor

or otherwise; (ii) a waiver of any obligation owed to LayerZero, or any right to any security

that may be determined to be held by it or for its benefit; (iii) a waiver of any past, present or

future defaults (or events of default) by the Debtor or others in connection with the Claim and

the related documents; (iv) an election of remedies (including, but not limited to, an election

of remedies that waives or otherwise affects any other remedies); (v) consent by LayerZero to

the jurisdiction of this Court with respect to any proceeding commenced against or otherwise

involving LayerZero; (vi) consent by LayerZero to the treatment of any non-core claim against

it as a core claim; (vii) a waiver of the right to move to withdraw the reference with respect to

the claims or otherwise, including, without limitation, any objection or other proceedings

commenced with respect thereto, or any other proceedings commenced against or otherwise

involving LayerZero; (viii) a waiver of any right to the subordination, in favor of LayerZero,

of indebtedness or liens held by other creditors of the Debtor; (ix) a waiver of any right to

arbitration or other alternative dispute resolution mechanism that is, or becomes, available; (x)

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consent by LayerZero to a jury trial, or waiver of LayerZero's right to a trial by jury, in each case, in this Court or any other court, in any proceeding, as to any and all matters so triable herein or in any case, controversy or proceeding related hereto, whether or not the same be designated legal, public or private rights, notwithstanding the designation or not of such matters as "core proceedings," pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial is pursuant to statute or the United States Constitution; (xi) a consent by LayerZero to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (xii) a waiver of LayerZero's right to have final orders in matters for which the Bankruptcy Court is not constitutionally authorized to enter final orders, notwithstanding the designation or not of such matters as "core proceedings," pursuant to 28 U.S.C. § 157(b)(2), entered only after de novo review by a District Court judge or, if applicable, the Third Circuit Court of Appeals; (xiii) an admission by LayerZero that any property held by the Debtor constitutes property of the Debtor's estates; or (xiv) a waiver or limitation of any procedural or substantive rights, or any procedural or substantive defenses, to any claim that may be asserted against LayerZero.

17. Reservation of Rights. LayerZero reserves the right to withdraw this Proof of Claim with respect to any or all parts of the Claim set forth herein and/or with respect to the Debtor, for any reason whatsoever. LayerZero does not waive any of its rights to any claims asserted herein by not ascribing a specific dollar amount thereto at this time. LayerZero (a) expressly reserves and does not waive any right or remedy, at law or in equity, of LayerZero, including, without limitation, any and all rights of setoff, recoupment or counterclaim, howsoever arising, any right to any security held by or for it or them, or any right to claim an interest in specific assets or any other rights or causes of action that LayerZero has, or may

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have, against the Debtor, or any other persons or entities, and expressly reserves all such rights; (b) reserves the right to file additional proofs of claim and to further amend or supplement this Proof of Claim in any respect, including, without limitation, by (1) asserting claims arising from, or relating to, the avoidance of transfers made to LayerZero or any other entity, (2) further amending, quantifying or correcting the dollar amount of any part of the Claim or adding any other amounts, (3) adding or including any other debtor entity or any other entity, including, but not limited to, any entity that may become a debtor or debtor-in-possession in these jointly administered bankruptcy cases, (4) providing additional detail regarding the Claim set forth herein, (5) adding or amending categories of payments or liabilities, (6) adding additional claims and interests that may be based upon the same or additional events or documents, and/or (7) for any other reason; (c) reserves the right to assert that all or any part of the Claim described herein is administrative expenses entitled to a first priority under sections 507(a)(2) and 507(b) of the Bankruptcy Code, including, but not limited to, costs and expenses (including attorneys' fees and disbursements) incurred by LayerZero that remain unpaid; (d) any rights LayerZero may have pursuant to sections 362(b), 365(g), 502(g), 506(b), 510, 544, 545, 547, 548, 549, 550, 553, 555, or 742 of the Bankruptcy Code; or (e) any rights against any person or entity who may be liable for all or part of the interests set forth herein, whether an affiliate of the Debtor, an assignee, guarantor, or otherwise. This Proof of Claim is filed without prejudice to the filing by LayerZero or any of its affiliates of additional proofs of claim with respect to any other liability or indebtedness of the Debtor.

18. *Notices*. All notices with respect to this Proof of Claim should be sent to:

Bryan Pellegrino LayerZero Labs Ltd. Trinity Chambers, P.O. Box 4301 Road Town, Tortola VG110 British Virgin Islands Tel: 236-994-5743

Email: notices@layerzerolabs.org

With a copy to:

Monique Mulcare Mayer Brown LLP 1221 Avenue of the Americas New York, New York 10020

Tel: (212) 506 2181

Email: mmulcare@mayerbrown.com

19. *Headings*. Section headings used herein are for convenience only and are not to affect the construction of, or to be taken in consideration in, interpreting this Proof of Claim.

[Remainder of page left intentionally blank]

Proof of Claim Number 85218

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United States Bankruptcy Court, District of Delaware

Check the box to identify the D		rt a claim (select only one De	ebtor per claim form):
FTX Trading Ltd.	☐ Alameda Aus Pty Ltd	☐ Alameda Global Services	☐ Alameda Research
(Case No. 22-11068)	(Case No. 22-11104)	Ltd. (Case No. 22-11134)	(Bahamas) Ltd
	,		(Case No. 22-11105)
☐ Alameda Research Holdings Inc.	☐ Alameda Research KK	☐ Alameda Research LLC	☑ Alameda Research Ltd
(Case No. 22-11069)	(Case No. 22-11106)	(Case No. 22-11066)	(Case No. 22-11067)
☐ Alameda Research Pte Ltd	☐ Alameda Research Yankari	☐ Alameda TR Ltd	☐ Alameda TR Systems S. de
(Case No. 22-11107)	Ltd (Case No. 22-11108)	(Case No. 22-11078)	R. L. (Case No. 22-11109)
Allston Way Ltd	Analisya Pte Ltd	Atlantis Technology Ltd.	Bancroft Way Ltd
(Case No. 22-11079)			
	(Case No. 22-11080)	(Case No. 22-11081)	(Case No. 22-11082)
Blockfolio, Inc.	☐ Blue Ridge Ltd	☐ Cardinal Ventures Ltd	Cedar Bay Ltd
(Case No. 22-11110)	(Case No. 22-11083)	(Case No. 22-11084)	(Case No. 22-11085)
☐ Cedar Grove Technology	Clifton Bay Investments LLC	Clifton Bay Investments Ltd	□ Cottonwood Grove Ltd
Services, Ltd. (Case No. 22-11162)	(Case No. 22-11070)	(Case No. 22-11111)	(Case No. 22-11112)
Cottonwood Technologies Ltd	☐ Crypto Bahamas LLC	☐ DAAG Trading, DMCC	☐ Deck Technologies Holdings
(Case No. 22-11136)	(Case No. 22-11113)	(Case No. 22-11163)	LLC (Case No. 22-11138)
Deck Technologies Inc.	■ Deep Creek Ltd	☐ Digital Custody Inc.	☐ Euclid Way Ltd
(Case No. 22-11139)	(Case No. 22-11114)	(Case No. 22-11115)	(Case No. 22-11141)
FTX (Gibraltar) Ltd	FTX Canada Inc	☐ FTX Certificates GmbH	FTX Crypto Services Ltd.
(Case No. 22-11116)	(Case No. 22-11117)	(Case No. 22-11164)	(Case No. 22-11165)
FTX Digital Assets LLC	FTX Digital Holdings	FTX EMEA Ltd.	
(Case No. 22-11143)		1 —	FTX Equity Record Holdings
(Case No. 22-11143)	(Singapore) Pte Ltd	(Case No. 22-11145)	Ltd (Case No. 22-11099)
ETTY CILLA	(Case No. 22-11118)		
FTX EU Ltd.	FTX Europe AG	☐ FTX Exchange FZE	FTX Hong Kong Ltd
(Case No. 22-11166)	(Case No. 22-11075)	(Case No. 22-11100)	(Case No. 22-11101)
FTX Japan Holdings K.K.	☐ FTX Japan K.K.	☐ FTX Japan Services KK	FTX Lend Inc.
(Case No. 22-11074)	(Case No. 22-11102)	(Case No. 22-11103)	(Case No. 22-11167)
FTX Marketplace, Inc.	☐ FTX Products (Singapore)	☐ FTX Property Holdings Ltd	FTX Services Solutions Ltd.
(Case No. 22-11168)	Pte Ltd (Case No. 22-11119)	(Case No. 22-11076)	(Case No. 22-11120)
FTX Structured Products AG	FTX Switzerland GmbH	FTX Trading GmbH	FTX US Services, Inc.
(Case No. 22-11122)	(Case No. 22-11169)	(Case No. 22-11123)	(Case No. 22-11171)
, ,	,	(,	(5035 110. 22 11171)
FTX US Trading, Inc.	FTX Ventures Ltd.	FTX Zuma Ltd	☐GG Trading Terminal Ltd
(Case No. 22-11149)	(Case No. 22-11172)	(Case No. 22-11124)	(Case No. 22-11173)
☐ Global Compass Dynamics	Good Luck Games, LLC	Goodman Investments Ltd.	☐ Hannam Group Inc
Ltd. (Case No. 22-11125)	(Case No. 22-11174)	(Case No. 22-11126)	
Hawaii Digital Assets Inc.	Hilltop Technology		(Case No. 22-11175)
		Hive Empire Trading Pty Ltd	☐ Innovatia Ltd
(Case No. 22-11127)	Services LLC	(Case No. 22-11150)	(Case No. 22-11128)
The lates of Dec. Vis. ((Case No. 22-11176)		
Island Bay Ventures Inc	☐ Killarney Lake Investments	Ledger Holdings Inc.	LedgerPrime Bitcoin Yield
(Case No. 22-11129)	Ltd (Case No. 22-11131)	(Case No. 22-11073)	Enhancement Fund, LLC
			(Case No. 22-11177)
LedgerPrime Bitcoin Yield	LedgerPrime Digital Asset	☐ LedgerPrime Digital Asset	LedgerPrime LLC
Enhancement Master Fund LP	Opportunities Fund, LLC	Opportunities Master Fund	(Case No. 22-11158)
(Case No. 22-11155)	(Case No. 22-11156)	LP (Case No. 22-11157)	(5355 115. 22 17. 55)
LedgerPrime Ventures, LP	Liquid Financial USA Inc.	☐ Liquid Securities Singapore	☐ LiquidEX LLC
(Case No. 22-11159)	(Case No. 22-11151)	Pte Ltd (Case No. 22-11086)	(Case No. 22-11152)
☐ LT Baskets Ltd.	☐ Maclaurin Investments Ltd.	☐ Mangrove Cay Ltd	
(Case No. 22-11077)	(Case No. 22-11087)		North Dimension Inc
North Dimension Ltd		(Case No. 22-11088)	(Case No. 22-11153)
	North Wireless Dimension	Paper Bird Inc	Pioneer Street Inc.
(Case No. 22-11160)	Inc. (Case No. 22-11154)	(Case No. 22-11089)	(Case No. 22-11090)
Quoine India Pte Ltd	Quoine Pte Ltd	Quoine Vietnam Co. Ltd	Strategy Ark Collective Ltd.
(Case No. 22-11091)	(Case No. 22-11161)	(Case No. 22-11092)	(Case No. 22-11094)
□ Technology Services	☐ Verdant Canyon Capital LLC	■ West Innovative Barista Ltd.	■ West Realm Shires Financial
Bahamas Limited	(Case No. 22-11096)	(Case No. 22-11097)	Services Inc.
(Case No. 22-11095)			(Case No. 22-11072)
☐ West Realm Shires Inc.	■ West Realm Shires Services	☐ Western Concord	☐ Zubr Exchange Ltd
(Case No. 22-11183)	Inc. (Case No. 22-11071)	Enterprises Ltd.	(Case No. 22-11132)
	, i	(Case No. 22-11098)	
	1	RECEIV	/FD
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SEP 2 9 2023

Modified Form 410

Proof of Claim 04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This claim form should not be used to assert claims against Emergent Fidelity Technologies Ltd.

Fill in all the information about the claim as of November 14, 2022 for Debtor West Realm Shires Inc. and as of November 11, 2022 for all other Debtors.

P	art 1: Iden	tify the Cl	aim				
1.	Who is the concreditor?	urrent	Other names th	Labs Ltd. Irrent creditor (the person or entity to be ne creditor used with thedebtoreditor used with the debtor	e paid for this claim))	
2.	Has this clair acquired from someone els	n	➤ No Yes. From	n whom?			
3.	Where shoul and payment creditor be s	ts to the	Where shoul	ld notices to the creditor be ser	nt?	Where should payments different)	to the creditor be sent? (if
	Federal Rule Bankruptcy P (FRBP) 2002(of rocedure		Rosen imes Square k, NY 10036		LayerZero Labs L Attn: Bryan Pelleg Trinity Chambers, Town, Tortola VG British Virgin Islan	rino P.O. Box 4301, Road 1110
			Contact phone	212-969-3380		Contact phone 236-994-	5743
			Contact email	brosen@proskauer.con+		Contact email legal@lay	
4.	Does this cla		□ No ¥ Yes. Cla	nim number on court claims regist	ry (ifknown)	File	ed on 06/29/2023 MM / DD / YYYY
5.	Do you know else has filed of claim for t	l a proof	■ No ■ Yes. Who	made the earlier filing?			
P	art 2: Giv	/e Informa	tion About tl	he Claim as of the Date the	Case Was Fil	led	
6.	Do you have a you use to id debtor?		No Yes. Las	st 4 digits of the debtor's account	or any number y	ou use to identify the debtor	:
7a	If filing a claim for cryptocurrency, please fill in 7b. Ta. How much is the claim? See Addendum. Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).						
I	f asserted lial	oility is in a c th currency	currency other	r than U.S. dollars or cryptocur ; and (iii) a convers	rency, provide (ion rate to U.S.	(i) the currency type dollars	; (ii) the
7t	. List the nu	mber of eac	n type and qua	antity of each coin owed as of t	he date the cas	e was filed (November 11,	2022)
		Coin List		Count		Coin List	Count
Possible Ball of Ball							

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8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3 Limit disclosing information that is entitled to privacy, such as health care information.	
	See Addendum.	
9. Is all or part of the claim secured?	amounts should	ecurity interest (for
10. Is this claim based on a lease?	■ No Yes. Amount necessary to cure any default as of the date of the petition. \$	
11. Is this claim subject to a right of setoff?	■ Yes. Identify the property:	
12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	 No Yes. Check one: □ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). □ Up to \$3,350 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). □ Wages, salaries, or commissions (up to \$15,150) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). □ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). □ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). □ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. 	Amount entitled to priority \$ \$ \$ \$ \$ \$ \$ \$ \$
13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?	Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case(s), in which the goods have been sold to the debtor in the ordinary course of such debtor's business. If claim is for both goods and services, provide your total claim amount (goods & services) in section 7a. and the value of the goods here. Attach documentation supporting such claim. See the instructions below on what further information is required.	\$

Modified Form 410

Part 3: Si

Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b). If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is. A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.	Check the appropriate box: I am the creditor: I am the creditor's attorney or authorized agent. I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005. I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt. I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct. I declare under penalty of perjury that the foregoing is true and correct. Executed on date 09/28/2023 MMM / DD / YYYY Signature			
	Name	Bryan Pellegrino		
	realite	First name	Middle name	Last name
	Title	Chief Executive Officer		
	Company	LayerZero Labs Ltd.		
	,	Identify the corporate servicer as	the company if the authorized ag	ent is a servicer.
	Address	Trinity Chambers, P. O.	Box 4301, Road Town	, Tortola VG1110
		Number Street		
		British Virgin Islands		
		City	State	ZIP Code

236-994-5743

Contact phone

legal@layerzerolabs.org

Email

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
FTX TRADING LTD., et al., ¹	Case No. 22-11068 (JTD)
Debtors.	(Jointly Administered)

ADDENDUM TO AMENDED NON-CUSTOMER PROOF OF CLAIM OF LAYERZERO LABS LTD.

- 1. On November 11, 2022 (the "<u>Petition Date</u>"), FTX Trading Ltd. ("<u>FTX Trading</u>") and its affiliated debtors and debtors-in-possession (collectively, the "<u>Debtors</u>") in the above-captioned, jointly administered chapter 11 cases (the "<u>Chapter 11 Cases</u>") each filed voluntary petitions pursuant to chapter 11 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>").
- 2. LayerZero Labs Ltd. ("<u>LayerZero</u>") is a software company. LayerZero, among other things, invented and launched an open-source protocol that allows different blockchains to communicate with one another. Prior to the Petition Date, LayerZero engaged in various transactions with certain of the Debtors. An overview of these transactions is provided below.
- 3. Token Warrant Agreements. On January 14, 2022, LayerZero and Maclaurin Investments Ltd., f/k/a/ Alameda Ventures Ltd. ("Alameda Ventures") entered into two warrant agreements, which entitled Alameda Ventures to purchase Stargate Tokens (the "STG Warrant") and LayerZero Tokens (the "ZRO Warrant") from LayerZero.
- 4. *Master Loan Agreement*. On January 27, 2022, LayerZero and Alameda Ventures' parent, Alameda Research Ltd. ("<u>Alameda Research</u>") entered into a master loan agreement (as

The last four digits of FTX Trading Ltd.'s tax identification number is 3288. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at https://cases.ra.kroll.com/FTX.

amended, restated and otherwise supplemented, the "Master Loan Agreement").² Pursuant to the Master Loan Agreement, a callable Option/Prepayment Option (the "Prepayment Option") was available to Alameda Research, as Borrower.

- 5. Equity Purchases. On January 14, 2022, Alameda Ventures purchased Two Million Nine Hundred Eighty-Eight Thousand Five Hundred Fifty-Three (2,988,553) Series A-1 Preference Shares of LayerZero for Thirty-Nine Million Nine Hundred Ninety-Nine Thousand Nine Hundred Eighty-Eight Dollars and Seventy-Eight Cents (\$39,999,988.78). On May 27, 2022, Alameda Ventures purchased Seven Hundred Sixty-Two Thousand Three Hundred Eighty-Four (762,384) Ordinary Shares of LayerZero for Twenty-Nine Million Nine Hundred Ninety-Nine Thousand Nine Hundred Eighty-Five Dollars and Seventy-Five Cents (\$29,999,985.75). As a result of these transactions, Alameda Ventures acquired an approximately four and ninety-two one hundredths percent (4.92%) equity stake in LayerZero (the "AV Equity Stake").
- 6. Loan Agreement. On February 4, 2022, LayerZero and Alameda Research, entered into an agreement, pursuant to which LayerZero loaned Alameda Research Forty-Five Million Dollars (\$45,000,000.00) (the "AR Loan").
- 7. *Token Purchases*. On March 17, 2022, Alameda Ventures purchased One Hundred Million (100,000,000) Stargate Tokens for Twenty-Five Million Dollars (\$25,000,000.00) at a public auction.

LayerZero believes Alameda Research has in its possession the Master Loan Agreement, the related documents executed in connection with the exercise of the Prepayment Option (collectively, the "Prepayment Option Agreements") and correspondence between the parties to date. The Master Loan Agreement contains proprietary information and is subject to confidentiality obligations. A copy of the fully executed Master Loan Agreement and the related Prepayment Option Agreements may be made available subject to compliance with those confidentiality obligations. All capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to them in the Master Loan Agreement, as applicable, and terms not otherwise defined herein or in the Master Loan Agreement, but defined in the Bankruptcy Code, shall have the meanings set forth therein. If there is any inconsistency or conflict between the terms as defined in this addendum and the Master Loan Agreement, the terms as defined in this Master Loan Agreement shall govern and control.

- 8. Share Transfer and Cancellation and Recission Agreements. Pursuant to the Prepayment Option, in exchange for LayerZero forgiving the AR Loan, on November 8, 2022, LayerZero and Alameda Ventures entered into (i) a share transfer agreement, pursuant to which Alameda Ventures transferred the AV Equity Stake to LayerZero and (ii) a cancellation and recission agreement, pursuant to which Alameda Ventures relinquished its rights pursuant to the STG Warrant and ZRO Warrant. In accordance with the terms of their agreement, the accrued interest during the term of the AR Loan was not forgiven in connection with Alameda Research's exercise of the Prepayment Option.
- 9. Token Purchase Agreement. On November 9, 2022, LayerZero and Alameda Ventures entered into that certain Token Purchase Agreement (as amended, restated, and otherwise supplemented, the "Token Purchase Agreement"), pursuant to which Alameda Ventures agreed to sell LayerZero One Hundred Million (100,000,000) Stargate Tokens.
- On September 8, 2023, FTX Trading, Alameda Ventures, and West Realm Shires Services, Inc. ("FTX US," and, together with FTX Trading and Alameda Ventures, the "Plaintiffs") filed the Complaint for Avoidance and Recovery of Transfers Pursuant to 11 U.S.C. §§ 105, 544, 547, 548 and 550, Del. Code Ann. Tit. 6, §§ 1304 and 1305, and for Disallowance of Claims Pursuant to 11 U.S.C. § 502 [Case No. 22-11068, ECF No. 2457; Adv. Pro. No. 23-50492, ECF No. 1] (the "Complaint") against LayerZero, Ari Litan, and Skip & Goose LLC. In the Complaint, Plaintiffs assert preferential and fraudulent transfers claims against LayerZero (the "LayerZero Transfers Claim"). Complaint ¶ 3–13, 49–68, 77–108.
- 11. The Plaintiffs assert the following transactions should be avoided as (i) fraudulent transfers, pursuant to sections 548(a)(1)(A) and 548(a)(1)(B), 544(b) of the Bankruptcy Code and sections 1304(a)(1), 1304(a)(2) and 1305 of the Delaware Code, and (ii) preferential transfers pursuant to section 547(b) of the Bankruptcy Code:

- a. Alameda Ventures' transfer of the AV Equity Stake to LayerZero; and
- b. Alameda Ventures' relinquishment of its rights pursuant to the STG Warrant and ZRO Warrant.
- 12. Following the filing of the Complaint, LayerZero retained Proskauer Rose LLP ("<u>Proskauer</u>") to represent it as counsel in connection with the Complaint and Chapter 11 Cases.

Classification and Amount of Claim

and rights under applicable law or principles of equity, whether such claims and rights are contingent, liquidated, unliquidated, matured, unmatured, known, unknown or otherwise, that LayerZero has or may hereafter have against Alameda Research and its affiliates, successors, and assigns, relating to or arising out of, among other things, the interest that continues to accrue and remain due under the Master Loan Agreement (the "Master Loan Agreement Claim"). The interest accrued during the term of the AR Loan remains due and payable by Alameda Research together with default interest on the unpaid interest and collections costs. Interest on the AR Loan accrues at a rate of eight percent (8%) per annum and, on a per diem basis of Nine Thousand Eight Hundred Sixty-Three Dollars and One Cent (\$9,863.01). Subject to inquiry notice and the reservations set forth elsewhere in this addendum, as of the Petition Date, the outstanding amount of unpaid interest due to LayerZero is not less than One Million Four Hundred Forty-Nine Thousand Eight Hundred and Sixty-Four Dollars (\$1,449,864.00).

Inquiry Notice

14. This Proof of Claim and its attachments serve, and are intended to serve, as notice of a claim for any amount due or to become due in connection with the Master Loan Agreement, the provisions of which are expressly incorporated herein by reference whether or not summarized

or identified specifically herein, and all interested parties are on notice, and advised to examine the provisions, of the Master Loan Agreement.

Earlier-Filed Claims

15. On June 29, 2023, LayerZero filed a proof of claim relating to the Master Loan Agreement (the "June POC"). This Proof of Claim amends and supersedes the June POC.

Reservation of Rights and Claims

- 16. This Proof of Claim is filed under the compulsion of the bar date established in the Chapter 11 Cases and is filed to protect LayerZero from any asserted forfeiture of claims by reason of said bar date. LayerZero reserves its right to amend and/or supplement this Proof of Claim for the purposes and to the extent permitted by applicable law, including, without limitation, as it relates to the Complaint.
- 17. This Proof of Claim does not encompass claims or rights that LayerZero may have that arise after the Petition Date and that are entitled to an administrative priority, including, without limitation, rights to payment of the fees and expenses incurred by Proskauer. LayerZero expressly reserves its right to file and assert at the appropriate time any claims and rights that are entitled to an administrative priority. The mention of a claim herein does not constitute a waiver of the right to administrative priority.
- 18. LayerZero reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted by the Debtors. Including, without limitation, any rights of setoff and/or recoupment not expressly asserted herein. LayerZero does not waive, and expressly reserves, any right of action that it may have against the Debtors or any other person or persons.
- 19. LayerZero further reserves all rights accruing to it, and the filing of this Proof of Claim is not and shall not be deemed or construed as (i) a waiver, release, or limitation of its rights

against any person, entity, or property (including, without limitation, the Debtors or any other person or entity that is or becomes a debtor in a case pending in this Court); (ii) a consent by LayerZero to the jurisdiction or venue of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving LayerZero; (iii) a waiver, release, or limitation of LayerZero's rights to a trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution; (iv) a consent by LayerZero to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (v) a waiver, release, or limitation of LayerZero's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a U.S. District Court Judge; (vi) consent to this Court hearing or deciding any matter or proceeding, to the extent this Court lacks the constitutional authority to do so, under Stern v. Marshall or otherwise; (vii) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving LayerZero; (viii) an election of remedies; or (ix) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c).

Notices and Communications

20. All notices and communications concerning the Proof of Claim should be sent to the following addresses:

[Continued on following page]

Proskauer Rose LLP Attn: Brian S. Rosen Eleven Times Square New York, NY 10036

and

Proskauer Rose LLP Attn: Libbie Osaben 70 West Madison Chicago, IL 60602

and

LayerZero Labs Ltd. Attn: Bryan Pellegrino, CEO 4301 Road Town Tortola, BVI VG 1110

Proof of Claim Number 85302



United States Bankruptcy Court, District of Delaware

Check the box to identify the D	ebtor against whom you asse	rt a claim (select only one De	btor per claim form):
☐ FTX Trading Ltd.	☐ Alameda Aus Pty Ltd	☐ Alameda Global Services	☐ Alameda Research
(Case No. 22-11068)	(Case No. 22-11104)	Ltd. (Case No. 22-11134)	(Bahamas) Ltd
(0000)	(5055 1151 = 11151)		(Case No. 22-11105)
Alameda Research Holdings Inc.	☐ Alameda Research KK	☐ Alameda Research LLC	Alameda Research Ltd
(Case No. 22-11069)	(Case No. 22-11106)	(Case No. 22-11066)	(Case No. 22-11067)
Alameda Research Pte Ltd	☐ Alameda Research Yankari	☐ Alameda TR Ltd	☐ Alameda TR Systems S. de
(Case No. 22-11107)	Ltd (Case No. 22-11108)	(Case No. 22-11078)	R. L. (Case No. 22-11109)
Allston Way Ltd	Analisya Pte Ltd	Atlantis Technology Ltd.	Bancroft Way Ltd
(Case No. 22-11079)	(Case No. 22-11080)	(Case No. 22-11081)	(Case No. 22-11082)
☐ Blockfolio, Inc.	☐ Blue Ridge Ltd	☐ Cardinal Ventures Ltd	Cedar Bay Ltd
(Case No. 22-11110)	(Case No. 22-11083)	(Case No. 22-11084)	(Case No. 22-11085)
Cedar Grove Technology	Clifton Bay Investments LLC	Clifton Bay Investments Ltd	☐ Cottonwood Grove Ltd
Services, Ltd. (Case No. 22-11162)		The state of the s	(Case No. 22-11112)
	(Case No. 22-11070)	(Case No. 22-11111)	
Cottonwood Technologies Ltd	Crypto Bahamas LLC	DAAG Trading, DMCC	Deck Technologies Holdings
(Case No. 22-11136)	(Case No. 22-11113)	(Case No. 22-11163)	LLC (Case No. 22-11138)
Deck Technologies Inc.	Deep Creek Ltd	Digital Custody Inc.	☐ Euclid Way Ltd
(Case No. 22-11139)	(Case No. 22-11114)	(Case No. 22-11115)	(Case No. 22-11141)
FTX (Gibraltar) Ltd	FTX Canada Inc	☐ FTX Certificates GmbH	FTX Crypto Services Ltd.
Case No. 22-11116)	(Case No. 22-11117)	(Case No. 22-11164)	(Case No. 22-11165)
FTX Digital Assets LLC	FTX Digital Holdings	FTX EMEA Ltd.	☐ FTX Equity Record Holdings
(Case No. 22-11143)	(Singapore) Pte Ltd	(Case No. 22-11145)	Ltd (Case No. 22-11099)
	(Case No. 22-11118)		
FTX EU Ltd.	FTX Europe AG	☐ FTX Exchange FZE	FTX Hong Kong Ltd
(Case No. 22-11166)	(Case No. 22-11075)	(Case No. 22-11100)	(Case No. 22-11101)
TFTX Japan Holdings K.K.	FTX Japan K.K.	☐ FTX Japan Services KK	FTX Lend Inc.
(Case No. 22-11074)	(Case No. 22-11102)	(Case No. 22-11103)	(Case No. 22-11167)
TFTX Marketplace, Inc.	FTX Products (Singapore)	☐ FTX Property Holdings Ltd	☐ FTX Services Solutions Ltd.
(Case No. 22-11168)	Pte Ltd (Case No. 22-11119)	(Case No. 22-11076)	(Case No. 22-11120)
FTX Structured Products AG	FTX Switzerland GmbH	FTX Trading GmbH	FTX US Services, Inc.
(Case No. 22-11122)	(Case No. 22-11169)	(Case No. 22-11123)	(Case No. 22-11171)
FTX US Trading, Inc.	FTX Ventures Ltd.	☐ FTX Zuma Ltd	GG Trading Terminal Ltd
(Case No. 22-11149)	(Case No. 22-11172)	(Case No. 22-11124)	(Case No. 22-11173)
Global Compass Dynamics	Good Luck Games, LLC	Goodman Investments Ltd.	☐ Hannam Group Inc
Ltd. (Case No. 22-11125)	(Case No. 22-11174)	(Case No. 22-11126)	(Case No. 22-11175)
☐ Hawaii Digital Assets Inc.	Hilltop Technology	☐ Hive Empire Trading Pty Ltd	☐Innovatia Ltd
(Case No. 22-11127)	Services LLC	(Case No. 22-11150)	(Case No. 22-11128)
(Odse 140. 22-11127)	(Case No. 22-11176)	(Case No. 22-11130)	(Case No. 22-11120)
☐ Island Bay Ventures Inc	☐ Killarney Lake Investments	☐ Ledger Holdings Inc.	LedgerPrime Bitcoin Yield
(Case No. 22-11129)	Ltd (Case No. 22-11131)	(Case No. 22-11073)	Enhancement Fund, LLC
(Case 140. 22-11123)	Eta (Gase 140. 22-11151)	(Case No. 22-11075)	(Case No. 22-11177)
- 1. 1. 5: 5: 2: 11			
LedgerPrime Bitcoin Yield	LedgerPrime Digital Asset	LedgerPrime Digital Asset	LedgerPrime LLC
Enhancement Master Fund LP	Opportunities Fund, LLC	Opportunities Master Fund	(Case No. 22-11158)
(Case No. 22-11155)	(Case No. 22-11156)	LP (Case No. 22-11157)	
LedgerPrime Ventures, LP	Liquid Financial USA Inc.	□ Liquid Securities Singapore	LiquidEX LLC
(Case No. 22-11159)	(Case No. 22-11151)	Pte Ltd (Case No. 22-11086)	(Case No. 22-11152)
LT Baskets Ltd.	■ Maclaurin Investments Ltd.	☐ Mangrove Cay Ltd	North Dimension Inc
(Case No. 22-11077)	(Case No. 22-11087)	(Case No. 22-11088)	(Case No. 22-11153)
■ North Dimension Ltd	☐ North Wireless Dimension	☐ Paper Bird Inc	Pioneer Street Inc.
Case No. 22-11160)	Inc. (Case No. 22-11154)	(Case No. 22-11089)	(Case No. 22-11090)
Quoine India Pte Ltd	Quoine Pte Ltd	Quoine Vietnam Co. Ltd	Strategy Ark Collective Ltd.
(Case No. 22-11091)	(Case No. 22-11161)	(Case No. 22-11092)	(Case No. 22-11094)
Technology Services	☐ Verdant Canyon Capital LLC	☐ West Innovative Barista Ltd.	☑ West Realm Shires Financia
Bahamas Limited	(Case No. 22-11096)	(Case No. 22-11097)	Services Inc.
Case No. 22-11095)			(Case No. 22-11072)
West Realm Shires Inc.	☐ West Realm Shires Services	☐ Western Concord	☐ Zubr Exchange Ltd
(Case No. 22-11183)	Inc. (Case No. 22-11071)	Enterprises Ltd.	(Case No. 22-11132)
	1 (0 000 110. 22 11011)	LINGIPHOCO LIG.	, , , , , , , , , , , , , , , , , , , ,

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SEP 2 9 2023

Modified Form 410 Proof of Claim

Proof of Claim 04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This claim form should not be used to assert claims against Emergent Fidelity Technologies Ltd.

Fill in all the information about the claim as of November 14, 2022 for Debtor West Realm Shires Inc. and as of November 11, 2022 for all other Debtors.

Part 1: Identify the C	laim				
. Who is the current	LayerZero Labs Ltd.				
creditor?	Name of the current creditor (the person or entity to be paid for this claim)				
	Other names the creditor used with the debtor				
	Email(s) the creditor used with the debtor				
. Has this claim been acquired from someone else?	No Yes. From whom?				
Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)			
Federal Rule of	Brian S. Rosen	LayerZero Labs Ltd.			
Bankruptcy Procedure	Eleven Times Square	Attn: Bryan Pellegrino			
(FRBP) 2002(g)	New York, NY 10036	Trinity Chambers, P.O. Box 4301, Road			
		Town, Tortola VG1110			
		British Virgin Islands			
	Contact phone 212-969-3380	Contact phone 236-994-5743			
	Contact email brosen@proskauer.con	Contact email legal@layerzerolabs.org			
. Does this claim amend one already filed?	NoYes. Claim number on court claims registry (if known	/n) Filed on			
5. Do you know if anyone else has filed a proof of claim for this claim?	■ No ■ Yes. Who made the earlier filing?				
Part 2: Give Informa	ation About the Claim as of the Date the Case W	/as Filed			
6. Do you have any number you use to identify the debtor?		mber you use to identify the debtor:			
If filing a claim for cryp	otocurrency, please fill in 7b. Does th	is amount include interest or other charges?			
7a. How much is the claim	§ See Addendum. See No Yes	. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).			
If asserted liability is in a amount in such currency	currency other than U.S. dollars or cryptocurrency, pr; and (iii) a conversion rate t	ovide (i) the currency type; (ii) the			
7b. List the number of eac	ch type and quantity of each coin owed as of the date t	he case was filed (November 11, 2022)			
Coin List	Count	Coin List Count			
		1			

8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3 Limit disclosing information that is entitled to privacy, such as health care information.	
OR PETER A STATE A STA	See Addendum.	
9. Is all or part of the claim secured?	No Yes. The claim is secured by a lien on property. Nature of property: Real estate. If the claim is secured by the debtor's principal residence, file a Monattachment (Official Form 410-A) with this Proof of Claim. Motor vehicle Other. Describe: Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a sexample, a mortgage, lien, certificate of title, financing statement, or other document been filed or recorded.) Value of property: Amount of the claim that is secured: Amount of the claim that is unsecured: Amount necessary to cure any default as of the date of the petition: Annual Interest Rate (when case was filed) Fixed Variable	security interest (for t that shows the lien has
10. Is this claim based on a lease?	™ No	
11. Is this claim subject to a right of setoff?	■ No Yes. Identify the property:	
12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	 No Yes. Check one: □ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). □ Up to \$3,350 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). □ Wages, salaries, or commissions (up to \$15,150) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). □ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). □ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). □ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. 	Amount entitled to priority \$ \$ \$ \$ \$ \$ \$ \$ \$
13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?	Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case(s), in which the goods have been sold to the debtor in the ordinary course of such debtor's business. If claim is for both goods and services, provide your total claim amount (goods & services) in section 7a. and the value of the goods here. Attach documentation supporting such claim. See the instructions below on what further information is required.	\$

Modified Form 410

Part 3: Sign Below					
The person completing this proof of claim must sign and date it. FRBP 9011(b). If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is. A person who files a fraudulent claim could be fined up to \$500,000, Imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.	I am the trus I am a guara I understand that amount of the cla I have examined and correct. I declare under po Executed on date Signature	ditor: ditor: ditor: ditor: attorney or authorized agent. tee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. intor, surety, endorser, or other codebtor. Bankruptcy Rule 3005. an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgment that when calculating the im, the creditor gave the debtor credit for any payments received toward the debt. the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true analty of perjury that the foregoing is true and correct.			
	Name	First name Middle name Last name			
	Title Chief Executive Officer				
	Company LayerZero Labs Ltd.				
		Identify the corporate servicer as the company if the authorized agent is a servicer.			
	Address Trinity Chambers, P. O. Box 4301, Road Town, Tortola VG1110				
		Number Street			

British Virgin Islands

236-994-5743

Contact phone

ZIP Code

legal@layerzerolabs.org

State

Email

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
FTX TRADING LTD., et al., 1	Case No. 22-11068 (JTD)
Debtors.	(Jointly Administered)

ADDENDUM TO NON-CUSTOMER PROOF OF CLAIM OF LAYERZERO LABS LTD.

- 1. On November 11, 2022 (the "<u>Petition Date</u>"), FTX Trading Ltd. ("<u>FTX Trading</u>") and its affiliated debtors and debtors-in-possession (collectively, the "<u>Debtors</u>") in the above-captioned, jointly administered chapter 11 cases (the "<u>Chapter 11 Cases</u>") each filed voluntary petitions pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").
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- 4. *Master Loan Agreement*. On January 27, 2022, LayerZero and Alameda Ventures' parent, Alameda Research Ltd. ("<u>Alameda Research</u>") entered into a master loan agreement (as

The last four digits of FTX Trading Ltd.'s tax identification number is 3288. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at https://cases.ra.kroll.com/FTX.

amended, restated and otherwise supplemented, the "Master Loan Agreement"). Pursuant to the Master Loan Agreement, a callable Option/Prepayment Option (the "Prepayment Option") was available to Alameda Research, as Borrower.

- 5. Equity Purchases. On January 14, 2022, Alameda Ventures purchased Two Million Nine Hundred Eighty-Eight Thousand Five Hundred Fifty-Three (2,988,553) Series A-1 Preference Shares of LayerZero for Thirty-Nine Million Nine Hundred Ninety-Nine Thousand Nine Hundred Eighty-Eight Dollars and Seventy-Eight Cents (\$39,999,988.78). On May 27, 2022, Alameda Ventures purchased Seven Hundred Sixty-Two Thousand Three Hundred Eighty-Four (762,384) Ordinary Shares of LayerZero for Twenty-Nine Million Nine Hundred Ninety-Nine Thousand Nine Hundred Eighty-Five Dollars and Seventy-Five Cents (\$29,999,985.75). As a result of these transactions, Alameda Ventures acquired an approximately four and ninety-two one hundredths percent (4.92%) equity stake in LayerZero (the "AV Equity Stake").
- 6. Loan Agreement. On February 4, 2022, LayerZero and Alameda Research, entered into an agreement, pursuant to which LayerZero loaned Alameda Research Forty-Five Million Dollars (\$45,000,000.00) (the "AR Loan").
- 7. Token Purchases. On March 17, 2022, Alameda Ventures purchased One Hundred Million (100,000,000) Stargate Tokens for Twenty-Five Million Dollars (\$25,000,000.00) at a public auction.
- 8. Share Transfer and Cancellation and Recission Agreements. Pursuant to the Prepayment Option, in exchange for LayerZero forgiving the AR Loan, on November 8, 2022, LayerZero and Alameda Ventures entered into (i) a share transfer agreement, pursuant to which Alameda Ventures transferred the AV Equity Stake to LayerZero and (ii) a cancellation and recission agreement, pursuant to which Alameda Ventures relinquished its rights pursuant to the STG Warrant and ZRO Warrant. In accordance with the terms of their agreement, the accrued

interest during the term of the AR Loan was not forgiven in connection with Alameda Research's exercise of the Prepayment Option.

- 9. Token Purchase Agreement. On November 9, 2022, LayerZero and Alameda Ventures entered into that certain Token Purchase Agreement (as amended, restated, and otherwise supplemented, the "Token Purchase Agreement"), pursuant to which Alameda Ventures agreed to sell LayerZero One Hundred Million (100,000,000) Stargate Tokens (collectively, the "TPA Stargate Tokens"). On November 10, 2022, the Closing Date, LayerZero was ready, willing, and able to complete its purchase of the TPA Stargate Tokens for Ten Million Dollars (\$10,000,000.00). Alameda Ventures was provided with unique STG Wallets and keys for the TPA Stargate Tokens, but Alameda Ventures breached its obligations and failed to deliver the TPA Stargate Tokens. Thereafter, on or around March 17, 2023, Alameda Ventures used the keys in its possession and moved the TPA Stargate Tokens upon their release.
- On September 8, 2023, FTX Trading, Alameda Ventures, and West Realm Shires Services, Inc. ("FTX US," and, together with FTX Trading and Alameda Ventures, the "Plaintiffs") filed the Complaint for Avoidance and Recovery of Transfers Pursuant to 11 U.S.C. §§ 105, 544, 547, 548 and 550, Del. Code Ann. Tit. 6, §§ 1304 and 1305, and for Disallowance of Claims Pursuant to 11 U.S.C. § 502 [Case No. 22-11068, ECF No. 2457; Adv. Pro. No. 23-50492, ECF No. 1] (the "Complaint") against LayerZero, Ari Litan, and Skip & Goose LLC. In the Complaint, Plaintiffs assert preferential and fraudulent transfers claims against LayerZero (the "LayerZero Transfers Claim"). Complaint ¶¶ 3-14, 16, 49-68, 77-119.
- 11. The Plaintiffs assert the following transactions should be avoided as (i) fraudulent transfers, pursuant to sections 548(a)(1)(A) and 548(a)(1)(B), 544(b) of the Bankruptcy Code and sections 1304(a)(1), 1304(a)(2) and 1305 of the Delaware Code, and (ii) preferential transfers pursuant to section 547(b) of the Bankruptcy Code:

- a. Alameda Ventures' transfer of the AV Equity Stake to LayerZero; and
- b. Alameda Ventures' relinquishment of its rights pursuant to the STG Warrant and ZRO Warrant.
- 12. Following the filing of the Complaint, LayerZero retained Proskauer Rose LLP ("Proskauer") to represent it as counsel in connection with the Complaint and Chapter 11 Cases.

Classification and Amount of Claim

and obtain a judgment with respect to the LayerZero Transfers Claim, LayerZero hereby asserts a general unsecured claim, pursuant to section 502(h) of the Bankruptcy Code, against Plaintiffs for all amounts that may be due and payable pursuant to such judgment. Additionally, in the event Plaintiffs are unsuccessful in connection with the LayerZero Transfers Claim, LayerZero hereby asserts a contingent general unsecured claim for all fees and expenses incurred by LayerZero in connection with or related to the LayerZero Transfers Claim, including, without limitation, reasonable attorneys' fees and expenses.

Inquiry Notice

14. This Proof of Claim and its attachments serve, and are intended to serve, as notice of a claim for any amount due or to become due in connection with the LayerZero Transfers Claim, and all interested parties are on notice, and advised to examine the Complaint and any other pleadings in Adv. Pro. No. 23-50492.

Reservation of Rights and Claims

15. This Proof of Claim is filed under the compulsion of the bar date established in the Chapter 11 Cases and is filed to protect LayerZero from any asserted forfeiture of claims by reason of said bar date. LayerZero reserves its right to amend and/or supplement this Proof of Claim for the purposes and to the extent permitted by applicable law.

- 16. This Proof of Claim does not encompass claims or rights that LayerZero may have that arise after the Petition Date and that are entitled to an administrative priority, including, without limitation, rights to payment of the fees and expenses incurred by Proskauer. LayerZero expressly reserves its right to file and assert at the appropriate time any claims and rights that are entitled to an administrative priority. The mention of a claim herein does not constitute a waiver of the right to administrative priority.
- 17. LayerZero reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted by the Debtors. Including, without limitation, any rights of setoff and/or recoupment not expressly asserted herein. LayerZero does not waive, and expressly reserves, any right of action that it may have against the Debtors or any other person or persons.
- LayerZero further reserves all rights accruing to it, and the filing of this Proof of Claim is not and shall not be deemed or construed as (i) a waiver, release, or limitation of its rights against any person, entity, or property (including, without limitation, the Debtors or any other person or entity that is or becomes a debtor in a case pending in this Court); (ii) a consent by LayerZero to the jurisdiction or venue of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving LayerZero; (iii) a waiver, release, or limitation of LayerZero's rights to a trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights in any case, controversy, or proceedings related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution; (iv) a consent by LayerZero to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. §

157(e) or otherwise; (v) a waiver, release, or limitation of LayerZero's right to have any and all

final orders in any and all non-core matters or proceedings entered only after de novo review by a

U.S. District Court Judge; (vi) consent to this Court hearing or deciding any matter or proceeding,

to the extent this Court lacks the constitutional authority to do so, under Stern v. Marshall or

otherwise; (vii) a waiver of the right to move to withdraw the reference with respect to the subject

matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced

in this case against or otherwise involving LayerZero; (viii) an election of remedies; or (ix) a

consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C.

§ 157(c).

Notices and Communications

19. All notices and communications concerning the Proof of Claim should be sent to

the following addresses:

Proskauer Rose LLP

Attn: Brian S. Rosen

Eleven Times Square New York, NY 10036

and

Proskauer Rose LLP

Attn: Libbie Osaben

70 West Madison

Chicago, IL 60602

and

LayerZero Labs Ltd.

Attn: Bryan Pellegrino, CEO

4301 Road Town

Tortola, BVI VG 1110

6

Proof of Claim Number 85245

United States Bankruptcy Court, District of Delaware

Check the box to identify the De	ebtor against whom you asser	rt a claim (select only one De	ebtor per claim form):
☑ FTX Trading Ltd.	☐ Alameda Aus Pty Ltd	☐ Alameda Global Services	☐ Alameda Research
(Case No. 22-11068)	(Case No. 22-11104)	Ltd. (Case No. 22-11134)	(Bahamas) Ltd
	,		(Case No. 22-11105)
☐ Alameda Research Holdings Inc.	☐ Alameda Research KK	☐ Alameda Research LLC	☐ Alameda Research Ltd
(Case No. 22-11069)	(Case No. 22-11106)	(Case No. 22-11066)	(Case No. 22-11067)
☐ Alameda Research Pte Ltd	☐ Alameda Research Yankari	☐ Alameda TR Ltd	☐ Alameda TR Systems S. de
(Case No. 22-11107)	Ltd (Case No. 22-11108)	(Case No. 22-11078)	R. L. (Case No. 22-11109)
Allston Way Ltd	Analisya Pte Ltd	Atlantis Technology Ltd.	Bancroft Way Ltd
(Case No. 22-11079)	(Case No. 22-11080)	(Case No. 22-11081)	(Case No. 22-11082)
☐ Blockfolio, Inc.	☐ Blue Ridge Ltd	Cardinal Ventures Ltd	Cedar Bay Ltd
(Case No. 22-11110)	(Case No. 22-11083)	(Case No. 22-11084)	(Case No. 22-11085)
			1
Cedar Grove Technology	Clifton Bay Investments LLC	Clifton Bay Investments Ltd	Cottonwood Grove Ltd
Services, Ltd. (Case No. 22-11162)	(Case No. 22-11070)	(Case No. 22-11111)	(Case No. 22-11112)
Cottonwood Technologies Ltd	Crypto Bahamas LLC	☐ DAAG Trading, DMCC	☐ Deck Technologies Holdings
(Case No. 22-11136)	(Case No. 22-11113)	(Case No. 22-11163)	LLC (Case No. 22-11138)
□ Deck Technologies Inc.	□ Deep Creek Ltd	Digital Custody Inc.	☐ Euclid Way Ltd
(Case No. 22-11139)	(Case No. 22-11114)	(Case No. 22-11115)	(Case No. 22-11141)
FTX (Gibraltar) Ltd	☐ FTX Canada Inc	☐ FTX Certificates GmbH	☐ FTX Crypto Services Ltd.
(Case No. 22-11116)	(Case No. 22-11117)	(Case No. 22-11164)	(Case No. 22-11165)
☐ FTX Digital Assets LLC	FTX Digital Holdings	FTX EMEA Ltd.	☐ FTX Equity Record Holdings
(Case No. 22-11143)	(Singapore) Pte Ltd (Case No. 22-11118)	(Case No. 22-11145)	Ltd (Case No. 22-11099)
FTX EU Ltd.	☐ FTX Europe AG	☐ FTX Exchange FZE	☐ FTX Hong Kong Ltd
(Case No. 22-11166)	(Case No. 22-11075)	(Case No. 22-11100)	(Case No. 22-11101)
FTX Japan Holdings K.K.	FTX Japan K.K.	☐ FTX Japan Services KK	FTX Lend Inc.
(Case No. 22-11074)	(Case No. 22-11102)	(Case No. 22-11103)	(Case No. 22-11167)
FTX Marketplace, Inc.	FTX Products (Singapore)	FTX Property Holdings Ltd	
			FTX Services Solutions Ltd.
(Case No. 22-11168)	Pte Ltd (Case No. 22-11119)	(Case No. 22-11076)	(Case No. 22-11120)
FTX Structured Products AG	FTX Switzerland GmbH	FTX Trading GmbH	FTX US Services, Inc.
(Case No. 22-11122)	(Case No. 22-11169)	(Case No. 22-11123)	(Case No. 22-11171)
FTX US Trading, Inc.	FTX Ventures Ltd.	☐ FTX Zuma Ltd	GG Trading Terminal Ltd
(Case No. 22-11149)	(Case No. 22-11172)	(Case No. 22-11124)	(Case No. 22-11173)
☐ Global Compass Dynamics	☐ Good Luck Games, LLC	☐ Goodman Investments Ltd.	☐ Hannam Group Inc
Ltd. (Case No. 22-11125)	(Case No. 22-11174)	(Case No. 22-11126)	(Case No. 22-11175)
☐ Hawaii Digital Assets Inc.	Hilltop Technology	☐ Hive Empire Trading Pty Ltd	□Innovatia Ltd
(Case No. 22-11127)	Services LLC	(Case No. 22-11150)	(Case No. 22-11128)
	(Case No. 22-11176)	(-3.55)	(0000110: 22 11120)
☐ Island Bay Ventures Inc	Killarney Lake Investments	Ledger Holdings Inc.	LedgerPrime Bitcoin Yield
(Case No. 22-11129)	Ltd (Case No. 22-11131)	(Case No. 22-11073)	Enhancement Fund, LLC
(5455110.22 17125)	210 (0000 110. 22 11101)	(5455 115. 22 11675)	(Case No. 22-11177)
Elados Disso Ditaria Viola	Ellada Diata Diata Assat		
LedgerPrime Bitcoin Yield	LedgerPrime Digital Asset	☐ LedgerPrime Digital Asset	LedgerPrime LLC
Enhancement Master Fund LP	Opportunities Fund, LLC	Opportunities Master Fund	(Case No. 22-11158)
(Case No. 22-11155)	(Case No. 22-11156)	LP (Case No. 22-11157)	
LedgerPrime Ventures, LP	Liquid Financial USA Inc.	☐ Liquid Securities Singapore	☐ LiquidEX LLC
(Case No. 22-11159)	(Case No. 22-11151)	Pte Ltd (Case No. 22-11086)	(Case No. 22-11152)
LT Baskets Ltd.	☐ Maclaurin Investments Ltd.	■ Mangrove Cay Ltd	☐ North Dimension Inc
(Case No. 22-11077)	(Case No. 22-11087)	(Case No. 22-11088)	(Case No. 22-11153)
■ North Dimension Ltd	■ North Wireless Dimension	☐ Paper Bird Inc	Pioneer Street Inc.
(Case No. 22-11160)	Inc. (Case No. 22-11154)	(Case No. 22-11089)	(Case No. 22-11090)
Quoine India Pte Ltd	Quoine Pte Ltd	Quoine Vietnam Co. Ltd	Strategy Ark Collective Ltd.
(Case No. 22-11091)	(Case No. 22-11161)	(Case No. 22-11092)	(Case No. 22-11094)
☐ Technology Services	☐ Verdant Canyon Capital LLC	☐ West Innovative Barista Ltd.	☐ West Realm Shires Financial
Bahamas Limited	(Case No. 22-11096)	(Case No. 22-11097)	Services Inc.
(Case No. 22-11095)	, , , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , , ,	(Case No. 22-11072)
☐ West Realm Shires Inc.	☐ West Realm Shires Services	☐ Western Concord	Zubr Exchange Ltd
(Case No. 22-11183)	Inc. (Case No. 22-11071)	Enterprises Ltd.	(Case No. 22-11132)
,	()	(Case No. 22-11098)	, , , , , , , , , , , , , , , , , , , ,

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SEP 2 9 2023

Modified Form 410

Proof of Claim 04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This claim form should not be used to assert claims against Emergent Fidelity Technologies Ltd.

Fill in all the information about the claim as of November 14, 2022 for Debtor West Realm Shires Inc. and as of November 11, 2022 for all other Debtors.

P	art 1. Identify the Cl	laim			
1.	Who is the current	LayerZero Labs Ltd.			
creditor?		Name of the current creditor (the person or entity to be paid for this	claim)		
		Other names the creditor used with the debtor			
		Email(s) the creditor used with the debtor			
2.	Has this claim been acquired from someone else?	■ No ■ Yes. From whom?			
3.	Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)		
	Federal Rule of	Brian S. Rosen	LayerZero Labs Ltd.		
	Bankruptcy Procedure	Eleven Times Square	Attn: Bryan Pellegrino		
	(FRBP) 2002(g)	New York, NY 10036	Trinity Chambers, P.O. Box 4301, Road Town, Tortola VG1110 British Virgin Islands		
			Brition Virgin Iolando		
		Contact phone 212-969-3380	Contact phone 236-994-5743		
		Contact email brosen@proskauer.con+	Contact email legal@layerzerolabs.org		
4.	Does this claim amend one already filed?	➤ No Yes. Claim number on court claims registry (if known)	Filed on		
5.	Do you know if anyone else has filed a proof of claim for this claim?	➤ No Yes. Who made the earlier filing?			
P	art 2: Give Informa	ntion About the Claim as of the Date the Case Wa	s Filed		
3.	Do you have any number you use to identify the debtor?		ber you use to identify the debtor:		
	If filing a claim for cryp	otocurrency, please fill in 7b. Does this	amount include interest or other charges?		
7a	. How much is the claim	? \$See Addendum. No	Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).		
;	f asserted liability is in a amount in such currency	currency other than U.S. dollars or cryptocurrency, prov	vide (i) the currency type; (ii) the U.S. dollars		
71	. List the number of eac	ch type and quantity of each coin owed as of the date the	e case was filed (November 11, 2022)		
	Coin List	Count	Coin List Count		
r					
H					
		i			

8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. See Addendum.					
9. Is all or part of the claim secured?	No Ves. The claim is secured by a lien on property. Nature of property: Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim. Motor vehicle Other. Describe: Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: Amount of the claim that is secured: Amount of the claim that is unsecured: (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: Annual Interest Rate (when case was filed) Variable					
10. Is this claim based on a lease?	■ No Yes. Amount necessary to cure any default as of the date of the petition. \$					
11. Is this claim subject to a right of setoff?	■ No Yes. Identify the property:					
12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	 No Yes. Check one: □ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). □ Up to \$3,350 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). □ Wages, salaries, or commissions (up to \$15,150) earned within 180 days before the bankruptcy petition is filled or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). □ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). □ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). □ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. 	Amount entitled to priority \$ \$ \$ \$ \$ \$ \$ \$ \$				
13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?	Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case(s), in which the goods have been sold to the debtor in the ordinary course of such debtor's business. If claim is for both goods and services, provide your total claim amount (goods & services) in section 7a. and the value of the goods here. Attach documentation supporting such claim. See the instructions below on what further information is required.	\$				

Part 3:

Sign Below

Parto. Sign Below						
The person completing this proof of claim must sign and date it. FRBP 9011(b). If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is. A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.	Check the appropriate box; I am the creditor. I am the creditor's attorney or authorized agent. I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. I am a guarantor, surety, endorser, or other codebtor Bankruptcy Rule 3005. I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt. I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true and correct. I declare under penalty of perjury that the foregoing is true and correct. Executed on date 09/28/2023 MM / DD / YYYY					
	Signature Print the name of the person who is completing and signing this claim:					
	Print the name			is ciaim:		
	Name	Bryan Pellegrin				
	Title	First name Chief Executive	Middle name Officer	l	_ast name	
	Company	LaverZero Labs	Ltd			
		Identify the corporate servicer as the company if the authorized agent is a servicer.				
		identity the corporate s	servicer as the company in the au	thoused agent is a s	GC VICEO .	
	Address	Trinity Chambers, P. O. Box 4301, Road Town, Tortola VG1110				
		Number Stree	et			
		British Virgin Isl	ands			
		City	A Charleston Communication of the second second second second section 1000 and 1000 and 1000 and 1000 and 1000	State	ZIP Code	

236-994-5743

Contact phone

legal@layerzerolabs.org

Email

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 11

FTX TRADING LTD., et al., 1

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

ADDENDUM TO NON-CUSTOMER PROOF OF CLAIM OF LAYERZERO LABS LTD.

- 1. On November 11, 2022 (the "<u>Petition Date</u>"), FTX Trading Ltd. ("<u>FTX Trading</u>") and its affiliated debtors and debtors-in-possession (collectively, the "<u>Debtors</u>") in the above-captioned, jointly administered chapter 11 cases (the "<u>Chapter 11 Cases</u>") each filed voluntary petitions pursuant to chapter 11 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>").
- 2. LayerZero Labs Ltd. ("<u>LayerZero</u>") is a software company. LayerZero, among other things, invented and launched an open-source protocol that allows different blockchains to communicate with one another. Prior to the Petition Date, LayerZero engaged in various transactions with certain of the Debtors. An overview of these transactions is provided below.
- 3. Token Warrant Agreements. On January 14, 2022, LayerZero and Maclaurin Investments Ltd., f/k/a/ Alameda Ventures Ltd. ("Alameda Ventures") entered into two warrant agreements, which entitled Alameda Ventures to purchase Stargate Tokens (the "STG Warrant") and LayerZero Tokens (the "ZRO Warrant") from LayerZero.
- 4. *Master Loan Agreement*. On January 27, 2022, LayerZero and Alameda Ventures' parent, Alameda Research Ltd. ("<u>Alameda Research</u>") entered into a master loan agreement (as

The last four digits of FTX Trading Ltd.'s tax identification number is 3288. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at https://cases.ra.kroll.com/FTX.

amended, restated and otherwise supplemented, the "Master Loan Agreement"). Pursuant to the Master Loan Agreement, a callable Option/Prepayment Option (the "Prepayment Option") was available to Alameda Research, as Borrower.

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- 6. Loan Agreement. On February 4, 2022, LayerZero and Alameda Research, entered into an agreement, pursuant to which LayerZero loaned Alameda Research Forty-Five Million Dollars (\$45,000,000.00) (the "AR Loan").
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- 8. Share Transfer and Cancellation and Recission Agreements. Pursuant to the Prepayment Option, in exchange for LayerZero forgiving the AR Loan, on November 8, 2022, LayerZero and Alameda Ventures entered into (i) a share transfer agreement, pursuant to which Alameda Ventures transferred the AV Equity Stake to LayerZero and (ii) a cancellation and recission agreement, pursuant to which Alameda Ventures relinquished its rights pursuant to the STG Warrant and ZRO Warrant. In accordance with the terms of their agreement, the accrued

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- 9. Token Purchase Agreement. On November 9, 2022, LayerZero and Alameda Ventures entered into that certain Token Purchase Agreement (as amended, restated, and otherwise supplemented, the "Token Purchase Agreement"), pursuant to which Alameda Ventures agreed to sell LayerZero One Hundred Million (100,000,000) Stargate Tokens (collectively, the "TPA Stargate Tokens"). On November 10, 2022, the Closing Date, LayerZero was ready, willing, and able to complete its purchase of the TPA Stargate Tokens for Ten Million Dollars (\$10,000,000.00). Alameda Ventures was provided with unique STG Wallets and keys for the TPA Stargate Tokens, but Alameda Ventures breached its obligations and failed to deliver the TPA Stargate Tokens. Thereafter, on or around March 17, 2023, Alameda Ventures used the keys in its possession and moved the TPA Stargate Tokens upon their release.
- On September 8, 2023, FTX Trading, Alameda Ventures, and West Realm Shires Services, Inc. ("FTX US," and, together with FTX Trading and Alameda Ventures, the "Plaintiffs") filed the Complaint for Avoidance and Recovery of Transfers Pursuant to 11 U.S.C. §§ 105, 544, 547, 548 and 550, Del. Code Ann. Tit. 6, §§ 1304 and 1305, and for Disallowance of Claims Pursuant to 11 U.S.C. § 502 [Case No. 22-11068, ECF No. 2457; Adv. Pro. No. 23-50492, ECF No. 1] (the "Complaint") against LayerZero, Ari Litan, and Skip & Goose LLC. In the Complaint, Plaintiffs assert preferential and fraudulent transfers claims against LayerZero (the "LayerZero Transfers Claim"). Complaint ¶¶ 3–14, 16, 49–68, 77–119.
- 11. The Plaintiffs assert the following transactions should be avoided as (i) fraudulent transfers, pursuant to sections 548(a)(1)(A) and 548(a)(1)(B), 544(b) of the Bankruptcy Code and sections 1304(a)(1), 1304(a)(2) and 1305 of the Delaware Code, and (ii) preferential transfers pursuant to section 547(b) of the Bankruptcy Code:

- a. Alameda Ventures' transfer of the AV Equity Stake to LayerZero; and
- b. Alameda Ventures' relinquishment of its rights pursuant to the STG Warrant and ZRO Warrant.
- 12. Following the filing of the Complaint, LayerZero retained Proskauer Rose LLP ("Proskauer") to represent it as counsel in connection with the Complaint and Chapter 11 Cases.

Classification and Amount of Claim

and obtain a judgment with respect to the LayerZero Transfers Claim, LayerZero hereby asserts a general unsecured claim, pursuant to section 502(h) of the Bankruptcy Code, against Plaintiffs for all amounts that may be due and payable pursuant to such judgment. Additionally, in the event Plaintiffs are unsuccessful in connection with the LayerZero Transfers Claim, LayerZero hereby asserts a contingent general unsecured claim for all fees and expenses incurred by LayerZero in connection with or related to the LayerZero Transfers Claim, including, without limitation, reasonable attorneys' fees and expenses.

Inquiry Notice

14. This Proof of Claim and its attachments serve, and are intended to serve, as notice of a claim for any amount due or to become due in connection with the LayerZero Transfers Claim, and all interested parties are on notice, and advised to examine the Complaint and any other pleadings in Adv. Pro. No. 23-50492.

Reservation of Rights and Claims

15. This Proof of Claim is filed under the compulsion of the bar date established in the Chapter 11 Cases and is filed to protect LayerZero from any asserted forfeiture of claims by reason of said bar date. LayerZero reserves its right to amend and/or supplement this Proof of Claim for the purposes and to the extent permitted by applicable law.

- 16. This Proof of Claim does not encompass claims or rights that LayerZero may have that arise after the Petition Date and that are entitled to an administrative priority, including, without limitation, rights to payment of the fees and expenses incurred by Proskauer. LayerZero expressly reserves its right to file and assert at the appropriate time any claims and rights that are entitled to an administrative priority. The mention of a claim herein does not constitute a waiver of the right to administrative priority.
- 17. LayerZero reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted by the Debtors. Including, without limitation, any rights of setoff and/or recoupment not expressly asserted herein. LayerZero does not waive, and expressly reserves, any right of action that it may have against the Debtors or any other person or persons.
- LayerZero further reserves all rights accruing to it, and the filing of this Proof of Claim is not and shall not be deemed or construed as (i) a waiver, release, or limitation of its rights against any person, entity, or property (including, without limitation, the Debtors or any other person or entity that is or becomes a debtor in a case pending in this Court); (ii) a consent by LayerZero to the jurisdiction or venue of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving LayerZero; (iii) a waiver, release, or limitation of LayerZero's rights to a trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution; (iv) a consent by LayerZero to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. §

157(e) or otherwise; (v) a waiver, release, or limitation of LayerZero's right to have any and all

final orders in any and all non-core matters or proceedings entered only after de novo review by a

U.S. District Court Judge; (vi) consent to this Court hearing or deciding any matter or proceeding,

to the extent this Court lacks the constitutional authority to do so, under Stern v. Marshall or

otherwise; (vii) a waiver of the right to move to withdraw the reference with respect to the subject

matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced

in this case against or otherwise involving LayerZero; (viii) an election of remedies; or (ix) a

consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C.

§ 157(c).

Notices and Communications

19. All notices and communications concerning the Proof of Claim should be sent to

the following addresses:

Proskauer Rose LLP

Attn: Brian S. Rosen

Eleven Times Square

New York, NY 10036

and

Proskauer Rose LLP

Attn: Libbie Osaben

70 West Madison

Chicago, IL 60602

and

LayerZero Labs Ltd.

Attn: Bryan Pellegrino, CEO

4301 Road Town

Tortola, BVI VG 1110

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